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9
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES, WEST DISTRICT**

12 LINDA SOUTHWELL and DAVID)
13 SOUTHWELL, individuals,)

CASE NO. SC072120

(Assigned to Judge Patricia L. Collins; Dept. B)

14 v.

**LINDA AND DAVID SOUTHWELLS
SECOND AMENDED COMPLAINT
FOR:**

15 SOKA UNIVERSITY OF AMERICA, a)
16 California corporation; SOKA GAKKAI)
17 INTERNATIONAL-USA, a California)
18 corporation;; DANIEL Y. HABUKI, an)
19 individual; ALFRED BALITZER, an individual;)
20 GAIL THOMAS, an individual; MARY)
21 NORTON, an individual; MATILDA BUCK, an)
22 individual; STEPHEN DUNHAM, an individual;)
23 KATHERINE KING, an individual; MARIA)
24 GUAJARDO LUCERO, an individual; JOHN)
25 MONTGOMERY, an individual; DANNY)
26 NAGASHIMA, an individual; HIROMASA)
27 IKEDA, an individual; and DOES 1 through 100,)
28 Inclusive,)

- 1) **RELIGIOUS DISCRIMINATION;**
- 2) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 12965;**
- 3) **MISREPRESENTATION UNDER LABOR CODE SECTION 970;**
- 4) **FRAUD AND INTENTIONAL DECEIT;**
- 5) **BREACH OF EMPLOYMENT CONTRACT;[WRONGFUL DISCHARGE UNDER CONTRACT WITH SPECIFIED TERM];**
- 6) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- 7) **WHISTLEBLOWER**

Defendants.

29 **COME NOW** Plaintiffs LINDA SOUTHWELL (hereinafter referred to as

30 PROFESSOR SOUTHWELL) and DAVID SOUTHWELL (hereinafter referred to as

31 DAVID), and allege causes of action against Defendants as follows:

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INTRODUCTORY PARAGRAPHS

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2 _____ 1. At all times herein mentioned, PLAINTIFFS, were and are individuals, residing in
3 the State of California, County of Orange, except during the recruitment process of PLAINTIFFS
4 by SOKA UNIVERSITY of AMERICA, INC., (hereinafter referred to as SUA), when
5 PLAINTIFFS were residents of the State of Alaska.

6 2. PLAINTIFFS are informed and believe, and thereon allege, that at all times
7 relevant herein, Defendant, SUA, was and now is a valid corporation duly organized and existing
8 under the laws of the State of California, having its principal place of business at 26800 W.
9 Mulholland Highway, Calabasas, California 91302, with an agent for service of process, Arnold
10 Kawasaki, located at 26800 W. Mulholland Highway, Calabasas, California 91302.

11 3. PLAINTIFFS are informed and believe and thereon allege, that at all times
12 relevant herein, Defendant SOKA GAKKAI INTERNATIONAL-USA (hereinafter CULT),
13 was and now is a valid corporation duly organized and existing under the laws of California,
14 having its principal place of business at 606 Wilshire Blvd., Santa Monica, California 90401,
15 with an agent for service of process, George Odano, located at 606 Wilshire Blvd., Santa
16 Monica, California 90401 and was, and at all relevant times is a cult as defined in the current
17 edition of the Oxford English Dictionary. PLAINTIFFS are further informed and believe, and
18 thereon allege that the principal place of business of CULT is the headquarters of CULT in the
19 United States and that CULT acts on behalf of controlling interests based in CULT s
20 international headquarters in Japan. PLAINTIFFS are further informed and believe and thereon
21 allege that CULT s Japanese hierarchy controls SUA pursuant to CULT s Japanese guidelines.

22 4. PLAINTIFFS are informed and believe and thereon allege, that at all times
23 relevant herein, Defendant DANIEL Y. HABUKI, (hereinafter referred to as HABUKI), is an
24 individual residing in the State of California, and is President of SUA; both the Aliso Viejo and
25 Calabasas campuses as well as being a member of the prior Board of Trustees of SUA and a
26 senior member of CULT.

27 5. PLAINTIFFS are informed and believe and thereon allege, that at all times
28 relevant herein, Defendant ALFRED BALITZER, (hereinafter referred to as BALITZER), is an

1 individual residing in the State of California, and was appointed Dean of Faculty at SUA in
2 February 2001 as well as being on the current and prior Board of Trustees of SUA.

3 6. PLAINTIFFS are informed and believe and thereon allege, that at all times
4 relevant herein, Defendant GAIL THOMAS (hereinafter referred to as THOMAS) is an
5 individual residing in the State of California and was Dean of Faculty at SUA until February
6 2001 and a member of CULT.

7 7. PLAINTIFFS are informed and believe and thereon allege, that at all times
8 relevant herein, MATILDA BUCK (hereinafter referred to as BUCK) is an individual residing
9 in the State of California and is a member of the current Board of Trustees of SUA and is
10 CULT s Women s Division Leader for the United States of America.

11 8. PLAINTIFFS are informed and believe and thereon allege, that at all times
12 relevant herein, STEPHEN DUNHAM (hereinafter referred to as DUNHAM) is an individual
13 and is Vice Chairman of the Current Board of Trustees of SUA and has been associated with
14 SUA since at least 1994.

15 9. PLAINTIFFS are informed and believe and thereon allege, that at all times
16 relevant herein, KATHERINE KING (hereinafter KING) is an individual residing in the State
17 of California, a member of CULT and is the Director of Human Resources for SUA.

18 10. PLAINTIFFS are informed and believe and thereon allege, that at all times
19 relevant herein MARIA GUAJARDO LUCERO (hereinafter LUCERO) is an individual and is
20 a member of the current Board of Trustees of SUA.

21 11. PLAINTIFFS are informed and believe, and thereon allege, that at all times
22 relevant herein JOHN MONTGOMERY (hereinafter MONTGOMERY) is an individual and is
23 a member of the current and prior Board of Trustees of SUA.

24 12. PLAINTIFFS are informed and believe, and thereon allege that at all times
25 relevant herein, DANNY NAGASHIMA (hereinafter NAGASHIMA) is an individual residing
26 in the State of California and a member of the current Board of Trustees of SUA and the National
27 Leader of CULT for the United States of America.

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1 new faculty members were supported by their significant others and that such partners and
2 spouses must be brought into the decision making process as they would be important members
3 of the Soka family.

4 20. Both PLAINTIFFS flew from Alaska to SUA for an on-site interview and DAVID
5 was specifically asked about his needs concerning relocation. DAVID responded that, as this
6 would be a major relocation, his needs included security for his family including, but not limited
7 to financial security, health coverage and tenure. DAVID was informed by a member of the SUA
8 search committee that the continuous employment contract offered to PROFESSOR
9 SOUTHWELL offered security better than tenure and, after finding out that DAVID was an
10 expert in Information Technology suggested that if PROFESSOR SOUTHWELL was offered the
11 job, DAVID should speak to SUA about securing employment in his field. At all times both
12 PROFESSOR SOUTHWELL and DAVID were told that the values of SUA were in harmony
13 with their own values of peace, human rights, and the sanctity of life and beliefs. These
14 statements were further reinforced by the SUA website and the statements contained therein.

15 21. On or about March 2000, PROFESSOR SOUTHWELL, a non-Buddhist, non-
16 CULT member, entered into a continuous employment contract with SUA, pursuant to terms set
17 forth in a March 24, 2000 letter to PROFESSOR SOUTHWELL from THOMAS on behalf of
18 SUA. The monetary terms of the written continuous contract were specifically stated as having a
19 salary of \$65,000 for the fiscal year of 2000-01 which, for that academic year of ten months,
20 was \$6,500 per month for that portion of the continuous employment contract. Furthermore,
21 PROFESSOR SOUTHWELL was provided a guarantee of academic freedom as well as
22 ongoing employment so long as the faculty member meets the University's requirements for
23 teaching, service, scholarship, and professional behavior (excerpted from the AAUP Statement
24 on Professional Ethics, (revised 1987)).

25 22. SUA is identified as a non-sectarian university. CULT is identified as a lay
26 Buddhist Organization. The leader, DAISAKU, was not to be directly involved in any part of
27 the faculty's curriculum or administration. During recruitment there were no photographs of
28 DAISAKU on display, nor was the allegiance of founding faculty to CULT or the allegiance of

1 members of the administration to CULT revealed to PROFESSOR SOUTHWELL or DAVID.
2 DEFENDANTS created an impression that SUA was founded on a basis of a set of non-sectarian
3 principles and the university would welcome students and faculty of all religious faiths and racial
4 and ethnic backgrounds.

5 23. Prior to entering into a continuous employment contract with SUA,
6 PROFESSOR SOUTHWELL ran her own department at the University of Alaska Southeast.
7 PROFESSOR SOUTHWELL was a Full Professor, a prestigious rank which is achieved by only
8 a small proportion of faculty and is a recognition of excellence by her peers within the awarding
9 institution. The status is also significant outside of the University and carries special weight in
10 the studio arts. If wrongfully terminated, the chance of finding a new position at PROFESSOR
11 SOUTHWELL S rank and salary is virtually impossible, as full professors are usually appointed
12 by promotion from within an institution following the recognition by peers in reviewing years of
13 notable contributions and dedication in their fields.

14 24. As PROFESSOR SOUTHWELL entered into continuous contract with SUA, her
15 husband, DAVID, and she, made the stressful and difficult relocation of over three thousand
16 miles to California. They moved from Alaska to Southern California with the belief that they
17 were going to support an institution where the convincing promises of the then Dean of Faculty,
18 THOMAS, on her own behalf and on behalf of SUA, as well as representations by SUA, its staff
19 and agents, and other DEFENDANTS, were to be realized.

20 25. During her employment in DEFENDANTS services, PROFESSOR
21 SOUTHWELL, along with other members of the faculty, in late 2000 had reservations
22 concerning the conflicts of interests presented as a result of the appointment of BALITZER to the
23 faculty, while he also retained a position on the Board of Trustees. BALITZER was shortly
24 thereafter removed from the faculty due to these conflict of interest issues. Any resentment for
25 the removal from his appointment was further fueled by other colleagues who objected to the
26 process by which BALITZER was made Dean and by PROFESSOR SOUTHWELL s exemplary
27 performance of her duties which included open and honest communication with him and
28 President HABUKI. DEFENDANTS response to PROFESSOR SOUTHWELL s concerns

1 regarding BALITZER S professional conduct, and the process and impact of his appointment,
2 and the removal of the checks and balances for faculty provided for in the faculty handbook
3 resulted in the deprivation of her rights of academic freedom and the placing of restrictions and
4 obstacles upon PROFESSOR SOUTHWELL s proper fulfillment of her duties. Furthermore,
5 DEFENDANTS initiated a process of retaliation to prohibit her from exercising those rights and
6 performing her duties.

7 26. In or about March 2001, DEFENDANTS started the process that led to the
8 termination of PROFESSOR SOUTHWELL s employment absent any showing of good cause.
9 After seven months, DEFENDANTS breached the contractual terms that guaranteed
10 PROFESSOR SOUTHWELL the continuous employment promised by DEFENDANTS.
11 PROFESSOR SOUTHWELL and DAVID justifiably relied upon said guarantee and thus
12 uprooted their lives, resigning from lucrative employment positions to move from Alaska to
13 move to Southern California.

14 27. Under the terms of the continuous contract, PROFESSOR SOUTHWELL could
15 not be dismissed as a consequence of a review. In order to be dismissed, PROFESSOR
16 SOUTHWELL would have to have committed one of a very limited number of specific events
17 and only then after the appropriate due process measures were taken, would she be terminated.
18 In practice, however, this was not the case. In a meeting on or about March 2001,
19 DEFENDANTS merely informed PROFESSOR SOUTHWELL, that the University had decided
20 that she was not a good fit and she was encouraged to seek employment elsewhere .
21 DEFENDANTS could not make a substantial showing of good cause for terminating
22 PROFESSOR SOUTHWELL, as she performed above and beyond her duties, specified in the
23 terms of the continuous contract.

24 28. PROFESSOR SOUTHWELL is a full Professor of Art. Academic positions in
25 the visual arts that match her skill and experience are extremely rare, and when opportunities do
26 arise the competition is severe. Diligent search efforts conducted by PLAINTIFFS show that, at
27 the prime time for advertised positions and in the appropriate professional journals there were no

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1 employment positions available for a Full Professor anywhere in the country and only two
2 vacancies at Associate Professor level that would be appropriate.

3 **FIRST CAUSE OF ACTION**

4 **(Religious Discrimination by LINDA SOUTHWELL Against SUA and Does 1-10)**

5 29. PLAINTIFFS incorporate by reference the allegations of paragraphs 1 through 16,
6 and 18 through 28 of this Complaint as if set forth in full herein.

7 30. PROFESSOR SOUTHWELL was, at all times material hereto, an employee
8 within the protected class covered by California Code Regulations Title 2, Section 7293.1,
9 prohibiting religious discrimination in employment.

10 31. At all times during PROFESSOR SOUTHWELL S employment, she was
11 informed and believed that SUA was an employer who regularly employed five or more persons.
12 Therefore, SUA is an employer covered under Government Code Section 12926(d).

13 32. DEFENDANTS violated important public policies firmly established in California
14 and federal constitutional and statutory law, which (a) protect the right of citizens to be free of
15 religious discrimination; and (b) protect employees from being demoted, terminated or otherwise
16 punished for exercising these rights.

17 33. The California and Federal Constitutions and statutes, including but not limited to
18 the First Amendment to the U.S. Constitution, the California Constitution, Article I Section 4,
19 Title VII of the Civil Rights Act of 1964, Section 703, the Unruh Civil Rights Act California
20 Civil Code Section 51 et seq., and California Government Code Section 12940 et seq., protect
21 the important public policies as alleged above.

22 34. No employer in California and no institution of higher learning in California, is
23 allowed to penalize an employee because of his or her religious views or selectively discriminate
24 on the grounds of religion unless first registered with the Bureau of Private Post-Secondary and
25 Vocational Education as a religious institution. SUA is not registered as a religious institution.
26 PROFESSOR SOUTHWELL was adversely treated when she was terminated with no
27 explanation, despite her superiority and experience, including her experience as a member of
28 University Accreditation Evaluation teams. PROFESSOR SOUTHWELL was reprimanded and

1 humiliated, and ultimately terminated as a form of retaliation for voicing her professional
2 concerns regarding the gaps between DEFENDANTS stated motives, missions, and values and
3 their actions, especially associated with the curriculum, with SUA s progress towards complying
4 with the requirements for accreditation by the Western Association of Schools and Colleges; and
5 for compliance with SUA s commitments to the Bureau of Private Post-Secondary and
6 Vocational Education. Similarly situated employees who were members of CULT, showed
7 allegiance to CULT, and were therefore outside the protected class were retained despite their
8 lesser qualification and were not reprimanded for voicing similar beliefs and concerns.

9 35. SUA is identified as a non-sectarian university. CULT is identified as a lay
10 Buddhist Organization. The charismatic leader of the CULT, DAISAKU, was not to be directly
11 involved in any part of the faculty s curriculum or administration however his son IKEDA was a
12 member of the prior Board of SUA. The true intentions of SUA in regard to the role of
13 DAISAKU were revealed in the minutes of the LRPC meeting of January 28, 1998. During
14 recruitment there were no photographs of DAISAKU on display or any mention of the allegiance
15 of SUA s founding faculty to CULT, nor was the administration s allegiance to CULT revealed
16 to PROFESSOR SOUTHWELL. DEFENDANTS created an impression that SUA was founded
17 on a basis of a set of non-sectarian principles and the university would welcome students and
18 faculty of all religious faiths and racial and ethnic backgrounds.

19 36. On or about Spring 2001, DEFENDANTS announced that the charismatic leader
20 of CULT, DAISAKU, would be living on campus. The curriculum was then determined by
21 reference to the CULT s doctrinal beliefs and teachings. None of this information was disclosed
22 or made available to PROFESSOR SOUTHWELL during the recruitment phase. Furthermore,
23 student applications revealed an idolized view of the leader of the CULT, over 85% of students
24 selected were members of CULT or of SOKA GAKKAI Japan, or one of SOKA GAKKAI s
25 many other international cult organizations. PLAINTIFFS are informed and believe that SUA is
26 characterized by an extreme deference to authority, especially CULT authority, which is not
27 compatible with the culture of the United States and academic norms of the United States and
28 Europe.

1 37. Administrators are CULT members and, in one case, there was a declared
2 personal friend of the charismatic leader of CULT, DAISAKU. The result is that, as a non-
3 CULT faculty member, PROFESSOR SOUTHWELL, was not given open access to the
4 knowledge, communication structures and means of influence enjoyed by CULT members.
5 There were no structures to protect non-CULT members from the repercussions of religious
6 discrimination. There was an expectation that non-CULT members would see issues through a
7 CULT filter.

8 38. BALITZER openly stated that the BOARD could appoint him as Dean despite the
9 fact that he was not a member of CULT, only because he was a personal friend of the charismatic
10 leader of CULT, DAISAKU and his son IKEDA. PLAINTIFFS are informed and believe, and
11 thereon allege that the fact that someone who had not risen above the rank of Assistant Professor
12 in a thirty year academic career would be most unlikely to be considered for appointment as a
13 Dean at any university was considered irrelevant; the fact that his role was already the subject
14 matter of major controversy among the faculty was also considered irrelevant; and the fact that
15 significant concerns had been expressed over his personal style was considered irrelevant. What
16 was relevant to SUA was BALITZER S affiliation with CULT and DAISAKU.

17 39. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
18 actions in ultimately terminating PROFESSOR SOUTHWELL S employment was specifically
19 motivated by PROFESSOR SOUTHWELL S status as a non-CULT member. DEFENDANTS
20 are therefore liable under California Code Regulations, Title 2, Section 7293.1 for religious
21 discrimination. By the acts and conduct described above, DEFENDANTS, and each of them, in
22 violation of said statutes, knew about, or should have known about, and failed to prevent the
23 religious discriminations. Government Code Section 12940(a) makes it unlawful to discriminate
24 on the basis of hiring, termination, failure to promote, or denial of employment terms and
25 conditions.

26 40. At all times relevant hereto, PROFESSOR SOUTHWELL was a Female
27 Caucasian, non-Buddhist, non-CULT member belonging to a protected class. PROFESSOR
28 SOUTHWELL S job performance was at all times more than satisfactory, as evidenced by

1 multiple commendations prior to her filing of the DFEH complaint. PROFESSOR
2 SOUTHWELL was terminated absent any showing of good cause despite her comparative
3 performance, qualifications and experience. Similarly situated CULT- member colleagues
4 employed by DEFENDANTS were given preferential treatment in commendations, academic
5 freedom and in lack of reprimands.

6 41. PROFESSOR SOUTHWELL filed timely charges and complaints of religious
7 discrimination with the California Department of Fair Employment and Housing. Attached
8 hereto as Exhibit 1 is PROFESSOR SOUTHWELL Complaint of Discrimination to the
9 Department of Fair Employment and Housing. PROFESSOR SOUTHWELL has therefore
10 exhausted her administrative remedies under the California Government Code Section 12965(b).
11 Attached hereto as Exhibit 2 is a true and correct copy of the Right-To-Sue letter from The
12 Department of Fair Employment and Housing, allowing PROFESSOR SOUTHWELL to bring
13 this lawsuit.

14 42. By the aforesaid acts and conduct of DEFENDANTS, and each of them,
15 PROFESSOR SOUTHWELL has been directly and legally caused to suffer actual damages
16 pursuant to California Civil Code Section 3333 including, but not limited to, loss of earnings and
17 future earning capacity, medical and related expenses for care and procedures both now and in
18 the future, attorney s fees, and other pecuniary loss not presently ascertained, for which
19 PROFESSOR SOUTHWELL will seek leave of court to amend when ascertained.

20 43. As a direct and legal result of the acts and omissions of DEFENDANTS, and each
21 of them, PROFESSOR SOUTHWELL was rendered sick, sore, lame, disabled and disordered,
22 both internally and externally, and suffered, among other things, numerous internal injuries,
23 severe fright, shock, pain, discomfort and anxiety. The exact nature and extent of said injuries
24 are not known to PROFESSOR SOUTHWELL, who will pray leave of court to insert the same
25 when they are ascertained. PROFESSOR SOUTHWELL does not at this time know the exact
26 duration or permanence of said injuries, but is informed and believes and thereon alleges, that
27 some of the said injuries are reasonably certain to be permanent in character.

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2 **SECOND CAUSE OF ACTION**

3 **(Wrongful Termination in Violation of Public Policy Pursuant to**
4 **Government Code §12965 by LINDA SOUTHWELL Against SUA and Does 1-10)**

5 44. PLAINTIFFS incorporate by reference the allegations of paragraphs 1 through 16,
6 18 through 28, and 33 through 43 of this Complaint as if set forth in full herein.

7 45. DEFENDANTS breached their fiduciary duty owed to PROFESSOR
8 SOUTHWELL when they failed to disclose the material fact, that PROFESSOR
9 SOUTHWELL S employment would not be continuous and that she would not be given the
10 academic freedoms promised to her in the language of the continuous contract.
11 DEFENDANTS, as PROFESSOR SOUTHWELL S fiduciaries, knew or should have known that
12 said material fact might affect PROFESSOR SOUTHWELL S decision to uproot herself from
13 her home in Alaska, resign from her prestigious position with the university, and have her
14 husband turn down employment with consulting firms, all, to relocate for continuous
15 employment guaranteed by DEFENDANTS.

16 46. DEFENDANTS however, tried in every way possible to and finally did break its
17 moral and contractual obligations to PROFESSOR SOUTHWELL. DEFENDANTS endeavored
18 to use a number of unpleasant tactics including but not limited to constructive discharge to
19 terminate PROFESSOR SOUTHWELL S continuous employment. DEFENDANTS began the
20 termination process of PROFESSOR SOUTHWELL only seven months after she and DAVID
21 uprooted their lives, relinquished their great job security and relocated to Southern California.
22 DEFENDANTS intended PROFESSOR SOUTHWELL and DAVID to believe that when
23 PROFESSOR SOUTHWELL entered into the continuous employment contract with
24 DEFENDANTS, that she was entering into a contract with greater security than tenure.

25 47. DEFENDANTS consistently informed PROFESSOR SOUTHWELL and
26 DAVID, that her employment would be ongoing and that there would be regular evaluations but
27 her continuous contract was not dependent on said evaluations. Furthermore, PROFESSOR
28 SOUTHWELL S continuous employment contract specifically provided that her primary

1 responsibility entailed developing and teaching a Studio Arts program, the University s Core
2 Courses, and research practice. She was also to work with colleagues in further detailing the
3 Faculty Handbook and faculty policies, and assist in developing and finalizing courses and other
4 curricular related issues. DEFENDANTS continuous contract also provided for a contribution
5 to pension and health coverage.

6 48. In or about March 2001, DEFENDANTS began the process that led to the
7 wrongful termination of PROFESSOR SOUTHWELL without a showing of good cause. After
8 seven months, DEFENDANTS breached the contractual policies and terms that were articulated
9 before the time of PROFESSOR SOUTHWELL S discharge and were a fundamental and
10 substantial component in the continuous employment promised by DEFENDANTS.

11 49. PROFESSOR SOUTHWELL S termination that began in March 2001 was
12 directly motivated by PROFESSOR S SOUTHWELL S status as a non-CULT member. It also
13 reflected a pattern of disparate treatment towards PROFESSOR SOUTHWELL as a form of
14 retaliation against her for voicing her concerns regarding SUA administration and policies.

15 50. Such termination is a violation of substantial and fundamental public policy and
16 is, therefore, actionable. Article I, Section 8 of the California Constitution reflects a fundamental
17 public policy against religious discrimination in employment.

18 51. By the aforesaid acts and conduct of DEFENDANTS, and each of them,
19 PROFESSOR SOUTHWELL has been directly and legally caused to suffer actual damages
20 pursuant to California Civil Code Section 3333 including, but not limited to, loss of earnings and
21 future earning capacity, medical and related expenses for care and procedures both now and in
22 the future, attorney s fees, and other pecuniary loss not presently ascertained, for which
23 PROFESSOR SOUTHWELL will seek leave of court to amend when ascertained.

24 **THIRD CAUSE OF ACTION**

25 **(Misrepresentation under Labor Code Section 970 by**

26 **LINDA SOUTHWELL Against SUA, CULT, KING, THOMAS, IKEDA,**

27 **MONTGOMERY, BALITZER, HABUKI and Does 1-10)**

28 52. PLAINTIFFS incorporate by reference the allegations of paragraphs 1 through 16,

1 18 through 28, 30 through 43, and 45 through 51 of this Complaint as if set forth in full herein.

2 53. DEFENDANTS are recognized as persons, agent and officers who qualify as
3 employers pursuant to Cal. Labor Code Section 970. Upon entering into continuous contract
4 with DEFENDANTS, PROFESSOR SOUTHWELL relied upon the written and oral
5 representations made to them by THOMAS, and other members of the recruiting team on behalf
6 of SUA.

7 54. PLAINTIFFS are informed and believe, and thereon allege that DEFENDANTS
8 clear objectives were to induce PROFESSOR SOUTHWELL to surrender her position at the
9 University of Alaska Southeast to accept the appointment of Professor of Art at SUA. Being a
10 new university with no accreditation, SUA had to overcome substantial difficulties in recruiting
11 experienced faculty members, like PROFESSOR SOUTHWELL, who were of senior rank and
12 enjoyed tenure at their respective institutions. Thus, DEFENDANTS knowingly and recklessly
13 made very attractive offers to secure, PROFESSOR SOUTHWELL, a senior faculty member. In
14 attempt to recruit PROFESSOR SOUTHWELL, DEFENDANTS SUA, CULT and KING, acting
15 on her own behalf and with the authority of SUA and CULT, knowingly, willfully and recklessly
16 made representations to PROFESSOR SOUTHWELL in Alaska and in California, immediately
17 prior to PROFESSOR SOUTHWELL S employment at SUA, concerning PROFESSOR
18 SOUTHWELL S job security by emphasizing to her that continuous employment was much
19 more secure than tenured employment. DEFENDANTS SUA, CULT and KING also made
20 strong representations that SUA had adopted and was dedicated to full compliance with AAUP
21 guidelines and to anti-discriminatory practices. All of this information was false and
22 DEFENDANTS knew or should have known of the falsity of the representations.

23 55. According to DEFENDANT s SUA, CULT and KING representations,
24 PROFESSOR SOUTHWELL S employment would be ongoing and there would be regular
25 evaluations but her entitlement to her continuous contract was not dependent on said evaluations.
26 Furthermore, PROFESSOR SOUTHWELL S continuous employment contract specifically
27 provided that her primary responsibility entailed developing and teaching a Studio Arts program,
28 the University s Core Courses, and research practica. She was also to work with colleagues in

1 further detailing the Faculty Handbook and faculty policies, and assist in developing and
2 finalizing courses and other curricular related issues. DEFENDANTS continuous contract also
3 provided for a contribution to PROFESSOR SOUTHWELL S pension and health coverage. All
4 of this information was false and DEFENDANTS knew or should have known of the falsity of
5 the representations.

6 56. In addition, PLAINTIFFS allege that DEFENDANTS made further false
7 representations by various means including verbal statements, documents, press releases,
8 statements in public records, SUA s website, by email and by telephone to the PLAINTIFFS as
9 follows:

- 10 a) That SUA through its search committee and THOMAS on behalf of SUA stated
11 in interview on March 13/14 that students would be approximately 50% Buddhist,
12 when in reality the student body consists of at least 85% members of CULT and
13 15% or less of non-members and whereas virtually all Buddhist students are in
14 reality members of CULT ;
- 15 b) THOMAS, SUA, and the members of the search committee stated during the
16 recruitment process, that SUA is a "selective" institution, when in reality the
17 percentage of students who are non-members of CULT is not within the range
18 normally considered to be selective and whereas in reality it was discriminatory in
19 that it sought and selected students from CULT families. This selectivity was
20 stated verbally and (i) in SUA s Mission Statement published on its website
21 www.soka.edu at the time of PROFESSOR SOUTHWELL s appointment and
22 prior thereto (ii) in the Faculty Handbook published by SUA (iii) by CULT in
23 Living Buddhism published by CULT (November 1998) and in other documents.
- 24 c) SUA, THOMAS and CULT stated that SUA was and is an independent
25 institution, whereas, in reality, CULT s Japanese hierarchy controls SUA
26 pursuant to CULT s Japanese guidelines and whereas in reality SUA is
27 one of a large number of entities individually and collectively acting on
28 behalf of or in concert with controlling interests based in CULT s

1 international headquarters in Japan. SUA s alleged independence was
2 stated by (i) SUA in it s Mission Statement published on its website
3 www.soka.edu at the time of PROFESSOR SOUTHWELL s appointment
4 and prior thereto (ii) SUA in the Faculty Handbook and in other
5 documents (iii) CULT in Living Buddhism published by CULT
6 (November 1998). The other entities acting on behalf of or in concert or in
7 affiliation with controlling interests based in CULT s international
8 headquarters in Japan include the following: Soka Gakkai, Soka Gakkai
9 International, CULT, Pacific Basin Research Center, Boston Research
10 Center, Toda Institute for Global Peace and Policy Research, the World
11 Tribune, Insitute of Oriental Studies, Journal of Oriental Studies, World
12 Tribune Press, SGI Quarterly, Victory over Violence, Treasure Tower
13 Books, Middleway Press, Living Buddhism, Min-On Concert Association,
14 Shizuoka Fuji Art Museum, Tokyo Fuji Art Museum, Soka University of
15 Japan, Kansai Soka Schools, Tokyo Soka Schools, Makaguchi Foundation
16 for Education, Treasuring the Future: Children s Rights & Realities,
17 SokaSpirit, and entities similar to CULT in more than 160 countries,
18 Seikyo Shimbun, and the many centers for CULT in the United States and
19 elsewhere which although called community centers are in reality places
20 of indoctrination, recruitment and ritualistic chanting for CULT members

21 d) That SUA in its Mission Statement published by SUA on its website
22 www.soka.edu at the time of PROFESSOR SOUTHWELL s appointment and
23 prior thereto stated that SUA focuses on attracting "an international student body"
24 when in reality SUA sought students from other countries who are primarily
25 CULT members who happen to be international, seriously compromising the
26 normal interpretation and expected benefits of diversity of an international student
27 body. The same Mission statement also proclaimed SUA will seek students
28 internationally, with the majority from the United States. Whereas in reality the

1 majority of the students are of Japanese or Asian background some of whom
2 happen to live in the United States thereby further seriously compromising the
3 normal interpretation and expected benefits of diversity of an international student
4 body. Such recruitment efforts that did take place within the United States was
5 concentrated on members of CULT through recruitment drives at centers for
6 CULT and through promotions and articles in CULT publications thereby
7 ensuring the student body was overwhelmingly comprised of CULT members.

8 e) That SUA in the advertisement which appeared in the CAA Career supplement
9 Fall 1999 stated the position to which PROFESSOR SOUTHWELL was
10 subsequently appointed was a Rare faculty opportunity to help build a new
11 undergraduate liberal arts university and that SUA, through members of the
12 search committee, stated during telephone interview on February 16th 2000 that
13 SUA is a "unique liberal arts institution" despite SUA having full knowledge that
14 in higher education the term liberal arts conveys the meaning of innovation,
15 and reform, when in reality SUA pursued a traditional, even reactionary approach
16 to subjects;

17 f) That SUA claimed (i) it would offer a comparative study of Eastern & Western
18 perspectives integrated across a traditional liberal arts curriculum in its Mission
19 Statement published on its website www.soka.edu at the time of PROFESSOR
20 SOUTHWELL s appointment and prior thereto and (ii) SUA would "teach both
21 traditional Western European perspectives and Eastern Asian-Pacific Rim
22 perspectives" in classified advertising for vacancies at SUA during 1998 and 1999
23 when in reality these "perspectives" were defined by the CULT rather than
24 through the normal process in the liberal arts whereby curriculum decisions are
25 determined through common and collective academic and faculty criteria;

26 g) That during the recruitment process, PROFESSOR SOUTHWELL saw that SUA
27 and IKEDA and MONTGOMERY stated that (i) the institution upholds
28 humanism and the dignity of life (affidavit by IKEDA and MONTGOMERY

1 dated August 24th 1995) and filed by SUA in its application to the Council for
2 Private Postsecondary Education and (ii) SUA stated in the Faculty Handbook
3 (referred to in PROFESSOR SOUTHWELL's contract of employment) that it is
4 "founded on . . . principles of peace, human rights, and the sanctity of life" when
5 in reality these Defendants put down humanism, the dignity and sanctity of life,
6 peace and human rights under its principle of Kosen Rofu ;

7 h) SUA and THOMAS stated, during the interview process that it fostered
8 humanism at SUA and (i) SUA published on its website during 2000 that SUA
9 has a motto to "foster leaders of humanism in society" (ii) in a brochure published
10 by SUA and entitled Soka Creating a world of Value there was a prominent
11 statement Humanistic to the Core , when in reality rather than fostering
12 humanism, CULT religious beliefs and practices shaped the curriculum,
13 administrative policies and recruitment practices at SUA;

14 i) SUA and THOMAS stated during the interview process that it was developing
15 permeable boundaries and egalitarian values among constituencies, when in
16 reality SUA is hierarchical and authoritarian;

17 j) During the recruitment process, PROFESSOR SOUTHWELL saw that SUA and
18 IKEDA and MONTGOMERY stated that (i) Soka University of America does
19 not offer a religious curriculum (affidavit by IKEDA and MONTGOMERY
20 dated August 24th 1995) in SUA's application to the Council for Private
21 Postsecondary and Vocational Education and (ii) the SUA search committee
22 stated in both telephone interview in February 2000 and during on site interview
23 March 13/14th 2000 that SUA was a non-sectarian university and (iii) in a
24 brochure published by SUA and entitled Soka Creating a World of Value that
25 SUA's curriculum is non-sectarian, (iv) in SUA's application to the Council for
26 Private Postsecondary Education it did not register as a sectarian or religious
27 institution, when in reality the writings of CULT leader DAISAKU were a
28 significant and indispensable element in the Core Curriculum and when in reality

1 at a meeting held on February 12th 2000 at the Calabasas campus of SUA attended
2 by CULT members and students of SUA, NAGASHIMA encouraged those
3 present to "create a wonderful new wave of Kosen-Rofu" (As reported in World
4 Tribune Express February 18th 2000 published by CULT) and when in reality
5 CULT beliefs, values, expectations and agendas dominated university
6 administrative policies and the curriculum.
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8 k) During the recruitment process, PROFESSOR SOUTHWELL saw that on the
9 subject of free expression (i) SUA and IKEDA and MONTGOMERY stated
10 reasoned dissent plays a vital part in its (SUA s) existence. All members of the
11 University have the right to press for action on matters of concern by any
12 appropriate means. Soka University affirms, assures and protects the rights of its
13 members to organize and join political associations, convene and conduct public
14 meetings, publicly demonstrate and picket in an orderly fashion, and advocate and
15 publicize opinion by print, sign and voice. The University places special
16 emphasis, as well, upon certain values which are essential to its nature as an
17 academic community. Among these are the freedom of speech and academic
18 freedom, freedom from personal force and violence and freedom of movement.
19 Interference with any of these freedoms is regarded as a serious violation of the
20 personal rights upon which the community is based. (affidavit by IKEDA and
21 MONTGOMERY dated August 24th 1995) and filed by SUA in its application to
22 the Council for Private Postsecondary Education and (ii) SUA stated Faculty
23 members have the right to express views on the policies and priorities of the
24 university without the threat or imposition of institutional penalty. Faculty
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1 Handbook (referred to in the contract of employment) and (iii) SUA stated The
2 vitality of the university depends upon the free and spirited exchange of ideas.
3 (Faculty handbook issued by SUA referred to in PROFESSOR SOUTHWELL s
4 contract of employment) and (iv) SUA stated commitment to rigorous academic
5 endeavors, free and open dialogue, and an appreciation for human diversity
6 Mission Statement published by SUA on its website www.soka.edu at the time of
7 PROFESSOR SOUTHWELL s appointment and prior thereto and (iv) during the
8 on site interview on March 14th 2000 THOMAS stated faculty needed to model
9 ways of peacefully resolving conflict for students and that faculty had to have the
10 courage to be honest and open. THOMAS gave an example that if a colleague said
11 something racist or sexist faculty had to be courageous and face the risk to tell that
12 person. THOMAS stated that the institution was committed to this openness.
13 THOMAS also stated faculty had to examine its language and gave an example of
14 the phrase hammer it out pointing out that the phrase has aggressive or non-
15 peaceful implications. THOMAS stated that SUA was going to bring in
16 consultants to build a collegial, co-operative, supportive environment for faculty.
17 THOMAS stated that SUA was going to help faculty communications and that
18 SUA was going to look critically at how we use words to shape the nature of our
19 interactions (v) on February 14th 2000 SUA , in a document published on their
20 website, posed the question Why is this international university being built in the
21 United States? . The document provided the following response on behalf of SUA
22 The American tradition of free expression and open debate in higher education
23 when in reality SUA operated using communication channels that were closed to
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1 non CULT members and discouraged open discussion by retaliating for the
2 voicing of opinions unwelcome or adverse to CULT or to the CULT dominated
3 administration;
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- 5 1) On the subject of equal opportunities (i) SUA stated in its Mission Statement
6 published on its website www.soka.edu at the time of PROFESSOR
7 SOUTHWELL s appointment and prior thereto that Soka University of America
8 is an equal opportunity employer committed to diversity. SUA does not
9 discriminate on the basis of race, color, creed, national and ethnic origin, sex,
10 marital status, sexual orientation, age, religion, disability or status as a disabled
11 veteran. (ii) SUA and THOMAS stated in a document entitled Message from
12 the Dean of Faculty which was published on SUA s website we seek a diverse
13 faculty (iii) SUA in a brochure published by SUA and entitled Soka Creating a
14 world of Value SUA prominently published a quotation attributed to THOMAS
15 which stated We value and embrace all facets of diversity , when in reality SUA
16 and THOMAS operated using communication channels that were closed to non-
17 CULT members, discouraged open discussion by retaliating against people for
18 voicing opinions unwelcome or adverse to CULT or to the CULT dominated
19 administration and refused to embrace or even allow diversity. This despite
20 having been warned, in writing in 1997, by Eric Hauber, the former
21 Vice-President for Academic Affairs at SUA of the implications of discriminatory
22 recruitment. On that occasion Hauber cautioned SUA s founding faculty and
23 administration about the consequential feelings of "them-versus-us, or
24 insiders-versus-outsiders". Hauber drew particular attention to the dangers of that
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1 problem in consequence of dominant CULT membership in the administration
2 and when in reality SUA and THOMAS followed a general policy comprising a
3 set of blatantly discriminatory recruitment and employment practices which
4 included the policy of hiring non-CULT faculty members by open search and the
5 hire of CULT faculty members by personal appointment;
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7 m) On the subject of valuing diversity and difference SUA promoted itself as an
8 institution that valued diversity and in multiple ways which included (i) the bold
9 and prominent statement by SUA Celebrating diversity and creating harmony in
10 our multi-cultural world used on literature distributed to PROFESSOR
11 SOUTHWELL and other prospective faculty members by SUA and THOMAS
12 and staff at SUA, (ii) THOMAS, who was Dean of Faculty during the period of
13 recruitment, is an African-American woman whose photograph figured in
14 promotional literature [e.g. in a brochure published by SUA and entitled Soka
15 Creating a world of Value] used to recruit faculty thereby further consolidating
16 the impression that SUA valued diversity and creating the impression that the
17 DEAN of Faculty for SUA would be a respecter of diversity and difference (iii)
18 SUA in the design of its literature used images which conveyed the impression of
19 an ethnically diverse institution with a Dean whose credentials and identity spoke
20 of a commitment to diversity and whose academic background and experience
21 consolidated the impression that SUA was recruiting faculty and a Dean with
22 outstanding credentials (iv) in a number of documents and on its website SUA
23 printed the text of a Commitment to Diversity statement (v) BALITZER, as
24 Dean of Faculty, stated on the SUA website that SUA was hiring faculty who are
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1 committed to respecting individual difference and diversity in all its forms
2 whereas in reality there was no commitment to diversity and CULT members and
3 friends had a higher status as shown by the fact that seven months after the arrival
4 of newly recruited faculty on campus SUA replaced THOMAS with BALITZER
5 as Dean of Faculty. Balitzer s academic and other qualifications for the role were
6 extremely questionable and BALITZER lacked experience in an administrative
7 role in an academic environment, but he was a non-diverse friend of CULT, and
8 whereas in reality BALITZER retaliated against PROFESSOR SOUTHWELL for
9 expressing differences and when in reality THOMAS had professed support for
10 the values of open communication and feedback and for consensus decision
11 making which had formed an integral part of the recruitment strategies adopted
12 by SUA THOMAS did not provide leadership in support of those values when
13 either open communications or consensus decisions challenged CULT
14 perspectives. THOMAS s replacement (BALITZER) with the support of
15 HABUKI, NAGASHIMA, LUCERO, NORTON, BUCK, DUNHAM,
16 MONTGOMERY and the CULT dominated administration, retaliated and
17 discriminated in multiple ways against employees whose open communication
18 and feedback did not accord with CULT perspectives or expressed opinions that
19 differed from those of CULT leaders or of a CULT dominated administration and
20 against employees who were not cult members.

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25 n) THOMAS on her own behalf and on behalf of SUA stated between November
26 26th 1999 and March 27th 2000 and thereafter by telephone and in person and on
27 more than one occasion stated to both PROFESSOR SOUTHWELL and DAVID
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1 that THOMAS and SUA were committed to creating a safe and supportive
2 working environment for faculty, when in practice the environment was stressful,
3 isolating, oppressive, discriminatory and retaliatory. Out of the twenty faculty
4 present in Fall 2000 six are CULT members, none of whom has resigned, whereas
5 PROFESSOR SOUTHWELL was wrongfully terminated and four of the fourteen
6 Non CULT members have resigned. Reasons for the resignations included
7 complaints about a failure by SUA to fulfill the promises it gave during
8 recruitment, fear of retaliation by SUA and the treatment meted out to
9 PROFESSOR SOUTHWELL by SUA;
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12 o) In regard to faculty recruitment (i) SUA and THOMAS stated The role and
13 contribution of each faculty member will be vital in shaping the teaching and
14 learning environment and the culture at SUA, Aliso Viejo. (Message from the
15 Dean of Faculty published by SUA on SUA s website in October 1999) (ii)
16 THOMAS during interview on March 14th 2000 stated that the role of every
17 faculty member was to equally share in creating an innovative curriculum. In
18 reality, curricular structures and priorities were pre-determined by undisclosed
19 CULT leadership, undisclosed decision-making by a CULT dominated
20 administration, and by CULT members of the faculty;
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23 p) That SUA (i) stated in the advertisement which appeared in the College Art
24 Association Careers Supplement October 1999 The successful candidate will
25 join our faculty planning team one year before opening to participate in
26 collaborative and multi-disciplinary curriculum development. and (ii) SUA
27 published on its web site in October 1999 that Successful candidates will join our
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1 faculty planning team to participate in collaborative and multi-disciplinary
2 curriculum development (iii) SUA in its mission statement published the
3 following statement Learning clusters are courses in which small
4 interdisciplinary teams of students and faculty work together . In reality
5 collaborative and multi-disciplinary curriculum development were frustrated by
6 HABUKI and other non-faculty CULT members through undisclosed priorities
7 based on CULT beliefs and decision-making by CULT leadership, a CULT
8 dominated administration and by CULT members of the faculty;

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11 q) That SUA (i) stated in a brochure published by SUA and entitled Soka Creating a
12 world of Value that SUA fosters love of humankind, develops character, and
13 inspires contribution to society. The mission of Soka University of America is that
14 pure. That simple. That empowering and (ii) among the papers handed by
15 THOMAS to PROFESSOR SOUTHWELL during the onsite interview March
16 14/15 was a document including basic guidelines issued on behalf of SUA and
17 CULT describing CULT guidelines. The first published guideline was To work
18 for the prosperity of society by being good citizens who respect the culture,
19 customs and laws of each country (iii) SUA also published the following
20 statement on its website on February 14th 2000 "What the world most requires is
21 the kind of education that fosters love for humankind, develops character,
22 provides an intellectual basis for the realization of peace and empowers learners to
23 contribute to and improve society." (iv) CULT published the following statement
24 in Living Buddhism issue of November 1998 "What the world most requires is the
25 kind of education that fosters love for humankind, develops character, provides an
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1 intellectual basis for the realization of peace and empowers learners to contribute
2 to and improve society." when in reality both SUA and CULT consistently
3 behaved in ways which were cruel, deceptive, were destructive of the societal and
4 cultural norms in the United States and disregarded facts which were inconvenient
5 to CULT beliefs. SUA and CULT further retained power in a closed circle and
6 abused that power to act in unethical or abusive or aggressive or coercive ways
7 and have repeatedly chosen to ignore their contractual obligations and to ride
8 roughshod over the culture, customs and laws of the United States and the State of
9 California as evidenced in the report entitled felonies and Favors published by
10 the Committee on Government Reform of the US House of Representatives on
11 July 27 2000 which found CULT and those acting on its behalf to have acted
12 illegally; in SUA s failure to fulfill its obligations to the Bureau for Private
13 Postsecondary Education; in SUA s failure to voluntarily fulfill the arbitration
14 requirements under its contract with the former library Director; and in CULT s
15 ongoing dispute with Nicheren Soshu;

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19 r) That SUA, prior to PROFESSOR SOUTHWELL s employment, stated in a
20 brochure published by SUA and entitled Soka Creating a world of Value that
21 "educational objectives are fostered at the university through the commitment to
22 rigorous academic endeavor, free and open dialogue, and an appreciation for
23 human diversity" when in reality the curriculum is intended to reflect CULT
24 beliefs and perspectives, free and open dialogue is discouraged and appreciation
25 for human diversity does not extend to valuing those who do not accept CULT
26 perspectives;
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1 s) That during the recruitment process, PROFESSOR SOUTHWELL saw that SUA
2 and IKEDA and MONTGOMERY stated that "All members of the University
3 have the right to press for action on matters of concern by any appropriate means.
4 Soka University of America affirms, assures and protects the rights of its members
5 to organize and join political associations, convene and conduct public meetings,
6 publicly demonstrate and picket in orderly fashion, and advocate and publicize
7 opinion by print, sign and voice" (affidavit by IKEDA and MONTGOMERY
8 dated August 24th 1995) and filed by SUA as part of its application to the Council
9 for Private Postsecondary Education when in reality SUA seeks to eliminate
10 controversy and repress dissent and the free flow of information;
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13 t) That during the recruitment process, PROFESSOR SOUTHWELL saw that SUA
14 and IKEDA and MONTGOMERY stated that "it is the responsibility of all
15 members of the academic community to maintain an atmosphere in which
16 violations of rights are unlikely to occur and to develop processes by which those
17 rights are fully assured" (affidavit by IKEDA and MONTGOMERY dated August
18 24th 1995) and filed by SUA as part of its application to the Council for Private
19 Postsecondary Education when in reality SUA, CULT, DUNHAM, IKEDA,
20 MONTGOMERY, HABUKI, LUCERO, THOMAS, KING, NAGASHIMA,
21 BALITZER and BUCK have individually and collectively disregarded
22 PROFESSOR SOUTHWELL s rights and the rights of other faculty members and
23 encouraged and condoned through their action or inaction the continual violation
24 of rights;
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27 u) That during the recruitment process, PROFESSOR SOUTHWELL saw that SUA
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1 and IKEDA and MONTGOMERY stated "In particular, it is the responsibility of
2 officers of the administration and instruction to be alert to the needs of the
3 University community; to give full and fair hearing to reasoned expressions of
4 grievances; and to respond promptly and in good faith to such expressions and to
5 widely expressed needs for change" (affidavit by IKEDA and MONTGOMERY
6 dated August 24th 1995) and filed by SUA as part of its application to the Council
7 for Private Postsecondary Education when in reality the officers of the
8 administration have responded to reasoned expressions of grievances by
9 retaliating against members of the University community and acted in bad faith in
10 response to such expressions;
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13 v) That during the recruitment process, PROFESSOR SOUTHWELL saw that SUA
14 and IKEDA and MONTGOMERY stated "Soka University of America has
15 established orderly procedures consistent with imperatives of academic freedom
16 to assess the policies and assure the responsibility of those whose decisions affect
17 the life of the community" (affidavit by IKEDA and MONTGOMERY dated
18 August 24th 1995) and filed by SUA as part of its application to the Council for
19 Private Postsecondary Education when in reality SUA has not followed its own
20 procedures;
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23 w) During the recruitment process, PROFESSOR SOUTHWELL saw that in
24 pursuing its application to the Council for Private Post-Secondary and Vocational
25 Education to be granted the right to operate a degree granting institution in the
26 State of California SUA and IKEDA and MONTGOMERY stated "All members
27 of the community, students and officers alike, are expected to uphold the rights
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1 and responsibilities expressed in this statement so that the University is
2 characterized by mutual respect and trust" (affidavit by IKEDA and
3 MONTGOMERY dated August 24th 1995) and filed by SUA as part of its
4 application to the Council for Private Postsecondary Education when in reality
5 PROFESSOR SOUTHWELL s rights and those of other faculty members have
6 been deliberately breached, the responsibilities of the administration in regard to
7 academic freedom have been ignored and the behavior of the administration in
8 regard to process has been characterized by misrepresentation;

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11 x) SUA and CULT state that they have a practical dedication to peace and peaceful
12 resolution of conflict by (i) SUA on its website on November 30th 1999 stated that
13 core curriculum issues at SUA included Global Issues in Peace, Culture and
14 Education with a specific area to be addressed of War, peace and non-violence
15 (ii) Since 1991 CULT has printed and/or published and/or sold or caused to be
16 printed and/or published and/or sold many books, articles and other documents to
17 convey the impression that CULT is an organization dedicated to peace and the
18 peaceful resolution of conflict (iii) SUA on top of the home page of its website
19 publishes the slogan Be world citizens in Solidarity for Peace (iv) SUA states
20 SUA is Founded on the Buddhist principles of peace, human rights and the
21 sanctity of life (Faculty Handbook referred to in PROFESSOR SOUTHWELL s
22 contract of employment Page 1) (v) SUA conveys the impression that it is
23 committed to the "realization of peace" (Faculty Handbook referred to in
24 PROFESSOR SOUTHWELL s contract of employment Page 1) when in reality
25 SUA and SGI when confronted with differences and difficulties respond by the
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1 use of authoritarian, coercive or oppressive or aggressive behaviors;

2 y) That SUA stated SUA values and adheres, to the principle of shared
3 governance. (Faculty Handbook referred to in PROFESSOR SOUTHWELL s
4 contract of employment Page 3) when in reality decisions are made through
5 undisclosed processes by an 'inner circle' of CULT administrators and CULT
6 faculty;
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8 z) That SUA presented Soka Gakkai as (i) a lay Buddhist organization [in a
9 brochure published by SUA and entitled Soka Creating a world of Value (ii)
10 one of the world s largest lay Buddhist organizations during the on site
11 interview on March 13/14 when in reality it is a Japanese cult, having an
12 authoritarian organizational structure, led by a charismatic leader who is a
13 Japanese citizen and resident of Japan and has the status of an "eternal leader" and
14 when in reality Soka Gakkai has Exarches and Ministers of Ceremonies who
15 within the United States are appointed on behalf of CULT by NAGASHIMA for
16 the purpose of performing the ceremonies, rites and services conducted in
17 accordance with the Provisions for Ministers of Ceremonies in a document
18 published by CULT for the use of its leaders, and when in reality Soka Gakkai is
19 registered as a religion in Japan and CULT is registered in the United States as a
20 church and whereas in reality Soka Gakkai and Soka Gakkai International are also
21 powerful political and economic organizations.
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25 aa) That documents and information provided to PROFESSOR SOUTHWELL by
26 SUA, THOMAS and the search committee appointed by SUA during the
27 recruitment process which began in Fall 1999 and continued until March 27 2000
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1 presented Soka Gakkai as independent peace loving organization when in reality
2 Soka Gakkai and CULT and SUA are not independent organizations but are
3 multiple facets of what is in reality a single organization being a centrally
4 controlled cult with a charismatic leader operating with the objective of fulfilling
5 a cult agenda for world religious domination through the achievement of "Kosen
6 Rofu" and not dedication to peace which is a marketing slogan;

8 bb) In regard to the ethics of the Defendants, SUA and CULT presented themselves to
9 the Plaintiffs and to the public at large as law abiding organizations (i) in among
10 the papers handed by THOMAS to PROFESSOR SOUTHWELL during the
11 onsite interview March 14/15 was a document including three statements issued
12 on behalf of SUA and CULT describing CULT guidelines. The first published
13 guideline was To work for the prosperity of society by being good citizens who
14 respect the culture, customs and laws of each country (ii) In a brochure published
15 by SUA and entitled Soka Creating a world of Value SUA talked about
16 education at SUA which inspires contribution to society (iii) In an affidavit by
17 IKEDA and MONTGOMERY dated August 24th 1995) and filed by SUA as part
18 of its application to the Council for Private Postsecondary and Vocational
19 Education SUA undertook (Section 4.2) to maintain compliance with the
20 California Education Code by the process of an annual review of compliance and
21 to consult with counsel on a periodic basis to ensure compliance, when in reality
22 at the time of recruitment CULT, its representatives, officers and attorneys were
23 under scrutiny by the United States House of Representatives Committee on
24 Government Reform which published a report entitled "Felonies and Favors"
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1 which in reference to those attorneys stated "There is no question that the actions
2 taken ...were illegal" and when in reality there are multiple findings of fraud
3 against Soka Gakkai in Japan and whereas Daisaku Ikeda was found guilty of a
4 number of criminal offences and sent to jail.
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6 cc) That SUA stated on its website during the period of recruitment from November
7 1999 until March 27th 2000 and thereafter that it was committed to preparing for
8 accreditation through WASC when in reality it was behaving in ways that failed to
9 comply with those standards;
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11 dd) During recruitment SUA and HABUKI presented SUA s administration and
12 founding faculty as having been selected and motivated on the basis of their
13 academic interests and credentials (i) when asked by PROFESSOR
14 SOUTHWELL during the telephone interview and the onsite interview on March
15 13/14 why they had come to SUA none of the members of the search committee
16 revealed their motives of allegiance to CULT or their devotion to Daisaku Ikeda ,
17 (ii) The biographies of members of the search committee and members of the
18 administration including HABUHI published on SUA s website concealed
19 information indicative of any role in or allegiance to CULT, (iii) the different
20 policies which applied to recruitment methods for members and non members was
21 concealed, (iv) SUA and the members of the search committee and THOMAS
22 gave, during the interviews, reasons for being at SUA which deliberately
23 concealed their allegiance to CULT when in reality the key factor was their
24 standing within CULT and their long standing commitment to CULT beliefs and
25 interests and their devotion to Daisaku Ikeda;
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1 ee) On March 13/14 2000 PROFESSOR SOUTHWELL, after meeting BALITZER,
2 was told by THOMAS as Dean of Faculty for SUA that BALITZER was "just
3 helping SUA to get started" thereby playing down and misrepresenting
4 BALITZER s role at SUA (ii) Although BALITZER was involved in the search
5 process and was present for the onsite interview process on March 13/14 his
6 biography was not published by SUA alongside other members of the search
7 committee on SUA s website which were all studied by PROFESSOR
8 SOUTHWELL and DAVID prior to March 13/14 (iii) Despite BALITZER s
9 appointment by SUA as Dean of Faculty on February 24th 2001 BALITZER s
10 biography was not published on SUA s website until after June 18 2001 (iv) A
11 biography for BALITZER s published during recruitment would have revealed
12 that BALITZER had been at Claremont McKenna University for almost thirty
13 years and that he had not been promoted above the rank of assistant professor
14 whereas in reality SUA and THOMAS and HABUKI and BALITZER and the
15 remaining Defendants would have known or should have known that in academic
16 circles BALITZER s career history would raise in the mind of any senior and
17 experienced faculty member initial questions about BALITZER s academic
18 standing and competence and whereas in reality the answers would inevitably lead
19 to a deeper probing of BALITZER s history, and whereas in reality high quality
20 candidates might therefore question the desirability of working at an institution in
21 which BALITZER was accorded any power or responsibility and whereas in
22 reality BALITZER was a member of the Board of Trustees and an "Honorary
23 President" of Soka University and a friend of DAISAKU and his son IKEDA and
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1 a member of the SUA s search committees and whereas in reality questions
2 would have been made by the Plaintiffs had BALITZER s biography been
3 published prior to March 13/14 or if his role at SUA had not been misrepresented
4 by SUA and THOMAS and whereas in reality HABUKI and the remaining
5 Defendants ignored the warnings and doubts concerning BALITZER s
6 competence, ethics and behaviors until the faculty at SUA in Fall 2002 by an
7 overwhelming majority, passed a vote of no confidence in BALITZER as Dean
8 of Faculty.
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11 ff) During the recruitment process, PROFESSOR SOUTHWELL was told that SUA
12 was a non-sectarian university. In reality SUA had formed a Long Range Planning
13 Committee (hereinafter LRPC) to establish long term policies for SUA. The
14 minutes of the LRPC meeting of January 28, 1998 state: In filing legal
15 documents, we should declare we are a Buddhist University. This will be reflected
16 in how we structure our Board of Trustees and will also permit us to selectively
17 hire [Soka Gakkai International] members without risking legal action for
18 discrimination . SUA did not register with the Bureau of Private Post-Secondary
19 and Vocational Education as a religious institution, did not state to PROFESSOR
20 SOUTHWELL that it was a religious institution, but did implement its intention
21 to selectively hire CULT members and discriminate against non-CULT members
22 in employment matters;
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25 gg) During the recruitment process THOMAS as Dean of Faculty at SUA and the
26 principal officer responsible for recruitment initiated contact with DAVID and
27 stated during multiple telephone conversations between January and March 27,
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1 2000 that she knew that PROFESSOR SOUTHWELL would not take up an
2 appointment with SUA unless DAVID was convinced of the merits of the
3 opportunity for PROFESSOR SOUTHWELL. THOMAS also stated during those
4 telephone conversations that she was aware it would be a difficult decision for
5 him personally to decide whether to undertake a move firstly because he had only
6 recently moved from the UK and because she knew that he would have to give up
7 the interests and connections he had been developing in Alaska. In that context
8 and in those conversations THOMAS made representations to DAVID concerning
9 the Mission of SUA, acknowledged that DAVID was a party with an independent
10 and legitimate interest in the negotiations, and, in her official capacity, involved
11 DAVID in the recruitment process. (ii) THOMAS in her capacity as Dean of
12 Faculty opened a dialogue with both PROFESSOR SOUTHWELL and DAVID
13 at the Holiday Inn on March 14th. During that dialogue she stressed the support
14 that would be given to faculty and in particular said, in response to a query from
15 DAVID about support for faculty, We even have to assume that if there are
16 difficulties with a faculty member, that SUA has done something wrong. SUA is
17 committed to supporting faculty whatever happens. Turning towards DAVID,
18 THOMAS said Continuous employment means job security until a faculty
19 member chooses to retire and that means we have to walk the talk. SUA is
20 committed to walking the talk. (iii) THOMAS between November 1999 and
21 March 27th 2000 referred to DAVID in multiple e-mails and conversations with
22 PROFESSOR SOUTHWELL and acknowledged that PROFESSOR
23 SOUTHWELL would not take up an appointment with SUA unless SUA had
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1 convinced DAVID of the benefits of the move and the genuineness of SUA. (iv)
2 Michael Golden, the chairman of the search committee at SUA, in an e-mail dated
3 February 28th 2000 in preparation, for the forthcoming on-site interview on March
4 14/15, referred to making the visit productive for you and your family (v)
5 Michael Hays, a member of the search committee contacted DAVID at the
6 Holiday Inn early on the morning of March 14th and asked if DAVID would be
7 willing to meet him later that morning. During a long conversation Michael Hays
8 asked what DAVID would need before he would be willing to support a move.
9 The subsequent discussion involved an explanation of DAVID s then current
10 circumstances in Alaska and his major concerns about work environment for
11 PROFESSOR SOUTHWELL, job security and health insurance, and the
12 implications in regard to cost of living comparisons between Alaska and
13 California, salary levels for PROFESSOR SOUTHWELL. At that meeting
14 Michael Hays acknowledged that both PROFESSOR SOUTHWELL and DAVID
15 would need to be convinced by SUA that SUA was offering a genuine opportunity
16 and assured DAVID that continuous employment had been chosen so that faculty
17 would have an appointment that was more secure than tenure and stated why
18 continuous employment had been chosen. (vi) SUA held an event on Saturday 16th
19 September 2000 at Laguna Niguel Regional Park entitled SUA Family Picnic
20 during which DAVID and other spouses were welcomed as members of the SUA
21 family . (vii) That KING, following the events of March 21, in response to
22 PROFESSOR SOUTHWELL s statement that As you know it was a joint
23 decision by my husband and I to make the move to Soka and replied I
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1 understand . Despite these and other events since November 1999 SUA has since
2 the beginning of April 2000 failed to fulfill its obligations to DAVID as stated
3 above and has sought to deny any responsibility for the representations made to
4 induce DAVID to move from Alaska to California and to support PROFESSOR
5 SOUTHWELL s move based on the reasonable belief that SUA had every
6 intention of walking the talk .
7

8 hh) In regard to ethics (i) SUA published on its website between November 1999 and
9 March 27th 2000 and thereafter in a newspaper article, announced that HABUKI
10 was one of 21 winners of an Ethics in America Award thereby creating the
11 impression that HABUKI was committed to fulfilling the ethical standards
12 enumerated by the awarding organization; and (ii) CULT published in its journal
13 World Tribune on July 1st 1998 under the byline of Lisa Clark, Assistant
14 Managing Editor with the headline Soka University of America gets high marks
15 for Ethics the statement that Soka University was one of 21 businesses and
16 organizations in Orange County that received the third annual Ethics in America
17 award. This article was published by SUA on its website where it was read by
18 PLAINTIFFS during recruitment thereby creating the impression to PLAINTIFFS
19 that CULT and SUA were committed to abiding by high ethical standards;
20 whereas in reality SUA and CULT and HABUKI and BALITZER and KING have
21 in numerous ways treated the plaintiffs unethically and in ways that conflict with
22 the culture, customs and laws of the United States and the State of California and
23 whereas in reality SUA did not reveal to the awarding committee information that
24 was relevant to considering the ethical practices of SUA and/or the details of its
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1 association with CULT and/or the investigations by the justice department into the
2 activities of its executives and/or former executives and/or the reputation for
3 unethical conduct by CULT in the United States and Japan.

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5 ii) SUA, CULT and THOMAS stated or caused to be stated (i) in the papers
6 provided to PROFESSOR SOUTHWELL during spring 2000 that were written
7 guidelines for CULT, the first guideline was To work for the prosperity of
8 society by being good citizens who respect the culture, customs and laws of each
9 country (ii) Soka Gakkai is a lay Buddhist organization dedicated to peace,
10 culture and education in a brochure published by SUA and entitled Soka
11 Creating a world of Value (iii) SUA and CULT in numerous documents
12 presented Daisaku Ikeda as a man of outstanding quality entitled to extreme
13 deference whereas in reality Soka Gakkai and Soka Gakkai International are
14 organizations registered in Japan which under Daisaku Ikeda s leadership have
15 acquired a reputation for violence, fraud, misrepresentation, illegality, tax evasion
16 and unethical conduct and whereas in reality Daisaku Ikeda leader was sent to
17 prison for violating election law and whereas in reality Soka Gakkai, CULT and
18 its officers were found by the Committee on Government Reform of the US
19 House of Representatives to be responsible for serious violations of the laws of
20 the United States in actions directed by George Odano who was an executive for
21 SUA.
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25 jj) In regard to SUA following and being bound by the guidelines of the American
26 Association of University Professors (AAUP) (i) during the interviews on March
27 13/14, THOMAS and other members of the search committee referred to
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1 PROFESSOR SOUTHWELL s experience as a senior faculty member and her
2 knowledge of the significance to faculty of the AAUP and its guidelines. In that
3 context, Jay Heffron, a member of the search committee stated on behalf of SUA
4 on MARCH 14 that SUA, as a new university, has intentionally structured things
5 in accordance with AAUP guidelines and were concerned because they did not
6 want to risk being censured by the AAUP. We cannot risk censure by the AAUP.
7
8 (ii) The combined weight of remarks by members of the search committee made it
9 clear during the interviews on March 13/14 that SUA would honor and be bound
10 by AAUP guidelines. (iii) SUA in the Faculty Handbook which is referred to in
11 PROFESSOR SOUTHWELL s contract states This academic freedom policy is
12 in accord with the 1940 AAUP Statement on Academic Freedom and its
13 interpretations . (iv) SUA in the Faculty Handbook which is referred to in
14 PROFESSOR SOUTHWELL s contract quotes the regulations governing Faculty
15 Conduct by reference to the AAUP Statement on Professional Ethics
16 [AAUP,1966; revised] (v) During interview member of the search committee, on
17 behalf of SUA, acknowledged that SUA was having difficulty recruiting senior
18 faculty because SUA was not accredited and had no track record which would
19 reassure them about the working environment (vi) SUA framed Professional
20 Charges against PROFESSOR SOUTHWELL by reference to alleging that
21 PROFESSOR SOUTHWELL s conduct was a breach of the AAUP guidelines
22 contained in the AAUP Statement on Professional Ethics, whereas, in reality,
23 BALITZER in testimony to the Faculty Review Committee described AAUP as a
24 rogue operation and whereas in reality SUA after March 21st 2001 claimed that
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1 AAUP guidelines had no standing at SUA because they were only guidelines or
2 because AAUP had no chapter at SUA or because SUA was not an accredited
3 institution and denied being bound by the AAUP guidelines.
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5 kk) In regard to ethics SUA presented itself during the recruitment process to
6 PROFESSOR SOUTHWELL as an institution having high ethical standards
7 whereas in reality it concealed from Plaintiffs the institutional and management
8 implications of the CULT teaching that expedient means (the telling of lies), is
9 approved by the CULT's teachings and writings.
10

11 57. DEFENDANTS' motive was to attract PLAINTIFF to enter into a continuous
12 employment contract with SUA. DEFENDANTS carried out their knowing and reckless design
13 to gain PROFESSOR SOUTHWELL'S employment by overly emphasizing the topic of
14 continuous employment during the recruitment process. DEFENDANTS explained to
15 PROFESSOR SOUTHWELL and DAVID that the university wanted a system which would be
16 secure for a new faculty. DEFENDANTS claimed that in the event that there were difficulties
17 with faculty members, SUA would assume that SUA was in the wrong and that the university
18 had failed to support the faculty properly. These statements were later reinforced in public
19 statements to faculty in the Fall of 2000, and these assurances were independently repeated to
20 DAVID on various occasions. DEFENDANTS made the reckless and knowingly false
21 misrepresentation that PROFESSOR SOUTHWELL could not be fired unless she had committed
22 the most serious offense. PROFESSOR SOUTHWELL reasonably relied upon all of the
23 statements set forth above in her decision to accept the continuous employment contract with
24 SUA believing that the morals, ideals and ethics set forth by SUA were true and knowing that her
25 morals, ideals and ethics were in line with those put forth by DEFENDANTS as their own, and
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1 not knowing that the reality was far different. Had PROFESSOR SOUTHWELL known the truth
2 as set forth in paragraph 56, she would not have left her tenured position.

3 58. DEFENDANTS however, tried to and finally did break the moral and contractual
4 obligations to PROFESSOR SOUTHWELL. DEFENDANTS endeavored to use a number of
5 unpleasant tactics including, but not limited to, constructive discharge to terminate PROFESSOR
6 SOUTHWELL S continuous employment. DEFENDANTS began the process of terminating
7 PROFESSOR SOUTHWELL only seven months after she and DAVID uprooted their lives,
8 relinquished their great job security and relocated to Southern California. DEFENDANTS
9 intended PROFESSOR SOUTHWELL to believe that when PROFESSOR SOUTHWELL
10 entered into the continuous contract with DEFENDANTS, that she was entering into a
11 continuous contract with greater security than tenure.
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14 59. Furthermore, SUA s Faculty Handbook, the continuous contract, the recruitment
15 process and AAUP guidelines promise that PROFESSOR SOUTHWELL would have academic
16 freedom. The Faculty Handbook states, Faculty members have the right to express views on
17 the policies and priorities of the university without the threat or imposition of institutional
18 penalty. The vitality of the university depends on the free and spirited exchange of ideas.
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20 60. However, when BALITZER was appointed Dean of Faculty with the transfer to
21 BALITZER of all the powers of the Vice President of Academic Affairs, and PROFESSOR
22 SOUTHWELL voiced her concerns to HABUKI regarding the conflict of interests and the
23 contractual, institutional, procedural and academic implications such dual appointments would
24 mandate, DEFENDANTS threatened her with the imposition of institutional penalty.
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26 61. DEFENDANTS induced PROFESSOR SOUTHWELL to uproot herself from
27 Alaska to Southern California. DEFENDANTS used deceitful tactics, as stated above, to induce
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1 PROFESSOR SOUTHWELL to believe that DEFENDANTS were genuinely dedicated to the
2 mission, values, conduct and standards which it proclaimed to the PLAINTIFFS in many
3 different ways. These values and standards, as well as the stated mission and conduct of SUA
4 were of vital importance to PROFESSOR SOUTHWELL s decision to join SUA s faculty. The
5 misrepresentations made by DEFENDANTS to PLAINTIFFS directly and proximately caused
6 PROFESSOR SOUTHWELL to resign from a prestigious position as Full Professor and director
7 of her own Department of Art at the University of Alaska Southeast. DEFENDANTS offers and
8 willful inducements appeared to be genuine to PROFESSOR SOUTHWELL who on that basis
9 resigned from her employment at the University of Alaska Southeast. PROFESSOR
10 SOUTHWELL was genuinely dedicated to SUA s proclaimed values and missions, however
11 PROFESSOR SOUTHWELL is informed and believes, and thereon alleges that these were
12 misrepresentations generated by DEFENDANTS for purposes of inducing PROFESSOR
13 SOUTHWELL, along with other senior non-CULT faculty members, to enter into a continuous
14 contract with SUA.

18 62. DEFENDANTS actions have struck a severe financial and emotional blow to
19 PLAINTIFF s career. PROFESSOR SOUTHWELL S chance of finding a new position at her
20 rank and salary is almost impossible. Most full professors are usually appointed by promotion
21 from within an institution following the recognition of their talents by peers. The impact of
22 DEFENDANTS actions on PROFESSOR SOUTHWELL S career is devastating. This came at
23 a time of life in which, after struggling to reach the peak of her profession, she was entitled to
24 enjoy the exercise of her undoubted talents in her chosen field. With her position as a full
25 tenured Professor there were a number of significant benefits upon which she was entitled to rely.

27 63. Prior to the occurrence of the above mentioned incidents, PLAINTIFF was an
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1 able-bodied and mentally healthy individual. As a direct and proximate cause of
2 DEFENDANTS ongoing misrepresentations PLAINTIFF has suffered considerably, both
3 physically and emotionally. She has been caused to suffer and continues to suffer severe and
4 permanent emotional and mental distress and anguish, humiliation, embarrassment, fright, pain,
5 discomfort and depression. PROFESSOR SOUTHWELL S morale and self-esteem have been
6 negatively impacted. In addition, PROFESSOR SOUTHWELL has since been unable to interact
7 with others, including family and potential employers without fear and anxiety. She has had to
8 seek medical assistance in her efforts to cope with the proximate results of the adverse work
9 climate DEFENDANTS have willfully engendered and perpetuated. The exact nature and extent
10 of PLAINTIFF s injuries are presently unknown to PLAINTIFF, who will pray leave of court to
11 assert the same when they are ascertained.
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15 **FOURTH CAUSE OF ACTION**
16 **(Fraud and Intentional Deceit by LINDA SOUTHWELL Against All Defendants**
17 **and by DAVID SOUTHWELL against SUA)**

18 64. PLAINTIFFS incorporate by reference the allegations of paragraphs 1 through 16,
19 18 through 28, 30 through 43, 45 through 51, 53 through 63 of this Complaint as if set forth in
20 full herein.

21 65. In attempts to recruit PROFESSOR SOUTHWELL, DEFENDANTS knowingly
22 and recklessly made misrepresentations to both PLAINTIFFS concerning PROFESSOR
23 SOUTHWELL S job security by emphasizing that continuous employment was much more
24 secure than tenured employment. DEFENDANT S also made strong representations that SUA
25 had adopted and was dedicated to full compliance with AAUP guidelines and to anti-
26 discriminatory practices.

27 66. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
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1 knowingly misrepresented material facts by failing to disclose to the PLAINTIFFS that
2 PROFESSOR SOUTHWELL S employment would not be continuous and that she would not be
3 given the academic freedoms promised to her in the language of the continuous contract.
4 DEFENDANTS restated on numerous occasions to PROFESSOR SOUTHWELL and DAVID,
5 that DEFENDANTS continuous employment contract provided much more security than a
6 tenured contract. DEFENDANTS, as PROFESSOR SOUTHWELL S fiduciaries, knew or
7 should have known that said material fact might and would affect PROFESSOR
8 SOUTHWELL S and DAVID s decision to uproot themselves from their home in Alaska, resign
9 from her prestigious position with the university, and have her husband turn down employment
10 for consulting firms, all, to relocate for the continuous employment and opportunity guaranteed
11 by DEFENDANTS.

14 67. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
15 clear objectives were to induce PROFESSOR SOUTHWELL to surrender her position at the
16 University of Alaska Southeast to accept the appointment of Professor of Art at SUA. By being a
17 new university with no accreditation, SUA had to overcome substantial difficulties in recruiting
18 experienced faculty members, like PROFESSOR SOUTHWELL, who were of senior rank and
19 enjoyed tenure at their institution. Thus, DEFENDANTS knowingly and recklessly made very
20 attractive offers to secure senior faculty, including PROFESSOR SOUTHWELL S addition to
21 their faculty.

24 68. PLAINTIFFS are informed and believe, and thereon allege that DEFENDANTS
25 made further false representations to the PLAINTIFFS as set forth in paragraph 56 of this second
26 amended complaint and incorporated herein as though fully set forth.

27 69. PLAINTIFFS justifiably relied on all of DEFENDANTS misrepresentations.
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1 PROFESSOR SOUTHWELL resigned from the department of which she was head, and left the
2 University of Alaska Southeast. Both Defendants were induced by the misrepresentations to
3 leave their home in Alaska and relocate thousands of miles away. DEFENDANTS knew that
4 PROFESSOR SOUTHWELL would not enter into any employment contract unless DAVID
5 came with her, thus DEFENDANTS employed similar tactics to induce DAVID to believe the
6 DEFENDANTS were genuinely dedicated to the mission, values, conduct and standards that they
7 proclaimed both verbally and in writing.
8

9 70. Prior to entering into a continuous employment contract with SUA, PROFESSOR
10 SOUTHWELL ran her own department at the University of Alaska Southeast. PROFESSOR
11 SOUTHWELL was a Full Professor, a prestigious rank which is achieved by only a small
12 proportion of faculty and is a recognition of excellence by her peers within the awarding
13 institution. The status is also significant outside of the University and carries special weight in
14 the studio arts. If wrongfully terminated, the chance of finding a new position at PROFESSOR
15 SOUTHWELL S rank and salary is negligible, as full professors are usually appointed by
16 promotion from within an institution following the recognition of their talents by peers. The
17 PLAINTIFFS justifiably relied on the DEFENDANTS misrepresentations, thus uprooted
18 themselves and moved to Southern California, sacrificing both their financial and employment
19 stability.
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22 71. PLAINTIFFS reliance on DEFENDANTS misrepresentations has caused them
23 substantial emotional and financial damage. PROFESSOR SOUTHWELL is a full Professor of
24 Art. Academic positions in the visual arts that match her skill and experience are extremely rare,
25 and when opportunities do arise the competition is severe. Diligent search efforts conducted by
26 PLAINTIFFS have indicated that, at the prime time for advertised positions and in the
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1 appropriate professional journals there were no employment positions available for a Full
2 Professor anywhere in the country and only two vacancies at Associate Professor level that would
3 be appropriate.
4

5 72. In addition, DEFENDANTS need to develop a new curriculum and the absence of
6 students meant that PROFESSOR SOUTHWELL has done no teaching for a year. Due to the
7 undue pressures of being employed by DEFENDANTS, the expectations that DEFENDANTS
8 held, and the failure of the DEFENDANTS to meet the promised completion date of the campus
9 buildings, PROFESSOR SOUTHWELL was not able to undertake any creative work for a whole
10 year whereas a CULT member of faculty was provided with private facilities for his music studio
11 research practica. PROFESSOR SOUTHWELL has even had to cancel attendance at a
12 professional conference. The time spent in relocation and the lack of promised studio space all
13 placed a very heavy burden on PROFESSOR SOUTHWELL. PROFESSOR SOUTHWELL has
14 no option to return to her position at the University of Alaska Southeast. When PROFESSOR
15 SOUTHWELL took the position within DEFENDANTS employment, she expected it to be her
16 last position until retirement and conveyed that expectation, which was confirmed by SUA,
17 during the recruitment process.
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20 73. DEFENDANTS have a struck a severe blow to PROFESSOR SOUTHWELL S
21 career from which she is not likely to be able to ever recover. DEFENDANTS knowing and
22 reckless misrepresentations have injured PROFESSOR SOUTHWELL S chances of finding a
23 new position at her rank and salary. Her damages include but are not restricted to the investment
24 to acquire a new studio and studio equipment. Furthermore, with her position as a full tenured
25 Professor there are a number of significant benefits upon which she was entitled to rely. This
26 includes but also is not limited to health and dental insurance, employer pension contributions
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1 and retirement benefits and support for ongoing professional development.

2 **FIFTH CAUSE OF ACTION**

3 **(Breach of Employment Contract: Wrongful Discharge Under Contract With Specified**
4 **Term by LINDA SOUTHWELL Against All Defendants except THOMAS and IKEDA)**

5 74. PLAINTIFFS incorporate by reference the allegations of paragraphs 1 through 16
6 18 through 28, 30 through 43, 45 through 51, 53 through 63, 65 through 73 of this Complaint as
7 if set forth in full herein.

8 75. PROFESSOR SOUTHWELL, a full Professor, more than adequately performed
9 her duties specified within the continuous contract. She fulfilled her primary responsibility which
10 entailed developing and teaching a Studio Arts program, the University Core courses, and
11 research practica. PROFESSOR SOUTHWELL worked with other colleagues to further detail
12 the Faculty Handbook, faculty policies, and she also contributed to the development and
13 finalizing of courses and other curricular related issues. Furthermore, PROFESSOR
14 SOUTHWELL actively participated in the recruitment and selection of students and future
15 faculty, and in other activities geared towards SUA s opening. PROFESSOR SOUTHWELL S
16 colleagues and faculty members commended her efforts, insight, suggestions and direct
17 participation in furthering the academic endeavors and values of SUA.

18 76. In or about March 2001, DEFENDANTS began the process that led to the
19 wrongful termination of PROFESSOR SOUTHWELL without a showing of good cause. After
20 seven months, DEFENDANTS breached the contractual terms that guaranteed PROFESSOR
21 SOUTHWELL the continuous employment promised by DEFENDANTS, the guarantee that she
22 and DAVID justifiably relied on in uprooting their lives from Alaska to move to Southern
23 California. Under the terms of the continuous contract, PROFESSOR SOUTHWELL could not
24 be dismissed as a consequence of a review.
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1 77. In order to be dismissed, PROFESSOR SOUTHWELL would have to commit one
2 of a very limited number of specific events and only then after the appropriate due process
3 measures were taken, would she be terminated. This was not the case. In a meeting on or about
4 March 2001, DEFENDANTS merely informed PROFESSOR SOUTHWELL, that the University
5 had decided that she was not a good fit and she was encouraged to seek employment elsewhere.
6 DEFENDANTS could not make a substantial showing of good cause for terminating
7 PROFESSOR SOUTHWELL, as she performed above and beyond her duties, specified in the
8 terms of the continuous contract.
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10 78. PROFESSOR SOUTHWELL fully performed all of her obligations under the
11 continuous contract, except, as excused, prevented or made impossible by the acts and omissions
12 of SUA.
13

14 79. DEFENDANTS termination of PROFESSOR SOUTHWELL has caused both
15 PROFESSOR SOUTHWELL and DAVID extensive financial and severe emotional damages.
16 PROFESSOR SOUTHWELL is a full Professor of Art. Academic positions in the visual arts that
17 match her skill and experience are extremely rare, and when opportunities do arise the
18 competition is severe. Diligent search efforts conducted by PLAINTIFFS have indicated that, at
19 the prime time for advertised positions and in the appropriate professional journals there were no
20 employment positions available for a Full Professor anywhere in the country and only two
21 vacancies at Associate Professor level that would be appropriate.
22

23 80. In addition, DEFENDANTS need to develop a new curriculum and the absence of
24 students meant that PROFESSOR SOUTHWELL has done no teaching for a year. Due to the
25 undue pressures of being employed by DEFENDANTS, the expectations that DEFENDANTS
26 held, and the failure of the DEFENDANTS to meet the promised completion date of the campus
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1 buildings, PROFESSOR SOUTHWELL was not able to undertake any creative work for a whole
2 year whereas a CULT member of faculty was provided with private facilities for his music studio
3 research practica. PROFESSOR SOUTHWELL has even had to cancel attendance at a
4 professional conference. The time spent in relocation and the lack of promised studio space all
5 placed a very heavy burden on PROFESSOR SOUTHWELL. PROFESSOR SOUTHWELL has
6 no option to return to her position at the University of Alaska Southeast. When PROFESSOR
7 SOUTHWELL took the position within DEFENDANTS employment, she expected it to be her
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9 last position until retirement and conveyed that expectation to SUA, which expectation was
10 confirmed by SUA, during the recruitment process.
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13 81. DEFENDANTS have struck a severe and perhaps fatal blow to PROFESSOR
14 SOUTHWELL S career from which she is not likely to be able to ever recover. PLAINTIFFS
15 are informed and believe, and thereon allege, that DEFENDANTS knowing and reckless
16 misrepresentations have injured PROFESSOR SOUTHWELL S chances of finding a new
17 position at her rank and salary. Her damages include but are not restricted to the investment to
18 acquire a new studio and studio equipment. Furthermore, with her position as a Professor with
19 continuous employment, there were a number of significant benefits upon which she was
20 entitled to rely. This included but was not limited to health and dental insurance, employer
21 pension contributions and retirement benefits and support for ongoing professional development.
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24 **SIXTH CAUSE OF ACTION**
25 **(Intentional Infliction of Emotional Distress by LINDA SOUTHWELL**
26 **Against All Defendants)**

27 82. PLAINTIFF incorporate by reference the allegations of paragraphs 1 through 16,
28 18 through 28, 30 through 43, 45 through 51, 53 through 63, 65 through 73, and 75 through 81 of

1 this Complaint as if set forth in full herein.

2 83. DEFENDANTS breached their fiduciary duty owed to PROFESSOR
3 SOUTHWELL when they failed to disclose the material fact, that PROFESSOR
4 SOUTHWELL S employment would not be continuous and that she would not be given the
5 academic freedoms promised to her in the language of the continuous contract. Further,
6 DEFENDANTS, as PROFESSOR SOUTHWELL S fiduciaries, knew or should have known that
7 said material fact might affect PROFESSOR SOUTHWELL S decision to uproot herself from
8 her home in Alaska, resign from her prestigious position with the university, and have her
9 husband turn down employment for consulting firms, all, to relocate for continuous employment
10 guaranteed by DEFENDANTS.

13 84. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
14 willfully, intentionally and recklessly humiliated PROFESSOR SOUTHWELL, in consequence
15 for her diligent and dedicated efforts to further the stated values of SUA as opposed to the actual
16 values of SUA. The totality of DEFENDANTS outrageous conduct towards PROFESSOR
17 SOUTHWELL created and perpetuated an adverse work environment in which PROFESSOR
18 SOUTHWELL was severely mistreated. DEFENDANTS removed PROFESSOR
19 SOUTHWELL from her office, her email account was blocked, she was denied further access to
20 campus, she was denied her legitimate professional right to participate along with her colleagues
21 in university ceremonies, and she was banned access to her colleagues. Furthermore,
22 DEFENDANTS initiated disciplinary proceedings on false and contrived charges, where
23 PROFESSOR SOUTHWELL was subjected to and forced to defend herself against unfounded
24 personal attacks upon her respectable character and her professional integrity, made by
25 BALITZER during said hearings. PROFESSOR SOUTHWELL was intentionally induced to
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1 leave her position in Alaska and forced to start a new life in California based on the
2 representations that had been made to PLAINTIFFS as set forth herein.

3 85. PLAINTIFF is informed and believe, and thereon alleges, that DEFENDANTS
4 maliciously and willfully ordered PROFESSOR SOUTHWELL, under threat of dismissal, to
5 attend a meeting under duress, which was a continuation of the illegitimate process to subdue her
6 inquiries and concerns and her authority to exercise her academic freedom and her ability to
7 create a coherent arts curriculum. In addition, BALITZER knowingly and recklessly undermined
8 PROFESSOR SOUTHWELL s responsibility and position as coordinator of the arts curriculum
9 when he intentionally made unilateral changes to the curriculum without consulting
10 PROFESSOR SOUTHWELL. DEFENDANTS made no positive response to PROFESSOR
11 SOUTHWELL s multiple efforts to open up proper channels of communications. Instead of
12 working to ameliorate the hostile work climate, DEFENDANTS knowingly and willfully
13 continued to adopt and perpetuate confrontational and aggressive tactics against PROFESSOR
14 SOUTHWELL.

15 86. The severe emotional distress imposed on PROFESSOR SOUTHWELL as a
16 direct result of DEFENDANTS persistent outrageous and malicious conduct has been extreme.
17 Further compounding the emotional distress DEFENDANTS have inflicted upon the
18 PLAINTIFFS is the fact that PROFESSOR SOUTHWELL was induced to work for SUA
19 because DEFENDANTS explicitly proclaimed they were becoming a part of an institution
20 dedicated to humanitarian values, and that it also provided a safe and supportive working
21 environment. Realistically, the DEFENDANTS treatment of PROFESSOR SOUTHWELL was
22 entirely the opposite of their representations during the recruitment.

23 87. DEFENDANTS actions have struck a severe financial, emotional, and physical
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1 blow to PLAINTIFF s careers. PROFESSOR SOUTHWELL S chance of finding a new
2 position at her rank and salary is almost impossible. The impact of DEFENDANTS actions on
3 PROFESSOR SOUTHWELL s career is devastating. This came at a time of life in which, after
4 struggling to reach the peak of her profession, PROFESSOR SOUTHWELL was entitled to
5 enjoy the exercise of her undoubted talents in her chosen field. With her position as a Professor
6 with a continuous contract there were a number of significant benefits upon which she was
7 entitled to rely.
8

9 88. The events and additional levels of stress have exacerbated PROFESSOR
10 SOUTHWELL s precarious health conditions. DEFENDANTS wanton, willful and malicious
11 treatment of PROFESSOR SOUTHWELL has contributed to her rapid physical decline.
12 PROFESSOR SOUTHWELL has been diagnosed with breast cancer and DEFENDANTS
13 deliberately cruel and callous conduct has sufficed to exacerbate her physical, mental and
14 emotional deterioration.
15

16
17 **SEVENTH CAUSE OF ACTION**
18 **(Whistle Blower by LINDA SOUTHWELL Against SUA)**

19 89. PLAINTIFFS incorporate by reference the allegations of paragraphs 1 through 16,
20 18 through 28, 30 through 43, 45 through 51, 53 through 63, 65 through 73, 75 through 81, and
21 83 through 88 of this Complaint as if set forth in full herein.

22 90. As detailed above, PROFESSOR SOUTHWELL undertook her work in a
23 professional, dedicated and more than competent manner. With the guarantee of academic
24 freedom held forth by SUA, PROFESSOR SOUTHWELL entered into dialogue with the faculty
25 and administration as part of a continuing effort to insure that the actions of SUA were in
26 accordance with its stated mission, principals and goals which were told to her prior to her
27 entering into the continuous employment contract.
28

1 91. During her employment in DEFENDANTS services, PROFESSOR
2 SOUTHWELL, in late 2000, started to have reservations concerning the conflicts of interests
3 presented as a result of the appointment of BALITZER to the faculty, while he also retained a
4 position on the Board of Trustees. BALITZER was shortly thereafter removed from the faculty
5 due to these conflict of interest issues. PLAINTIFFS are informed and believe, and thereon
6 allege, that BALITZER s resentment for the removal from his appointment was further fueled by
7 other colleagues who objected to the process by which BALITZER was made Dean and by
8 PROFESSOR SOUTHWELL s exemplary performance of her duties which included open and
9 honest communication with him and President HABUKI. DEFENDANTS response to
10 PROFESSOR SOUTHWELL s concerns regarding BALITZER S professional conduct, and the
11 process and impact of his appointment, and the removal of the checks and balances for faculty
12 provided for in the faculty handbook, resulted in the deprivation of her rights of academic
13 freedom and the placing of restrictions and obstacles upon PROFESSOR SOUTHWELL s
14 proper fulfillment of her duties. Furthermore, DEFENDANTS initiated a process of retaliation
15 to prohibit her from exercising those rights and performing her duties.

19 92. SUA s Faculty Handbook, the continuous contract, and the recruitment process
20 and AAUP guidelines promise that PROFESSOR SOUTHWELL would have academic
21 freedom. The Faculty Handbook states, Faculty members have the right to express views on
22 the policies and priorities of the university without the threat or imposition of institutional
23 penalty. The vitality of the university depends on the free and spirited exchange of ideas.
24 PROFESSOR SOUTHWELL and other non-CULT faculty members raised, in a professional
25 manner, concerns about the discriminatory way in which non-CULT members of the faculty,
26 including but not limited to herself, were receiving disparate and discriminatory treatment.
27
28

2. For compensatory damages, according to proof;
3. For such other and further relief as the court may deem just and proper.

THIRD CAUSE OF ACTION

1. For general and special damages according to proof at the time of trial but believed to be in excess of twenty-five million dollars (\$25,000,000), together with interest thereon from the date of the damages;
2. For punitive damages;
3. For costs of suit herein incurred, including attorney s fees; and
4. For such other and further relief as the court may deem proper.

FOURTH CAUSE OF ACTION

1. For general and special damages according to proof at the time of trial but believed to be in excess of twenty-five million dollars (\$25,000,000), together with interest thereon from the date of the damages;
2. For punitive damages;
3. For costs of suit herein incurred, including attorney s fees; and
4. For such other and further relief as the court may deem proper.

FIFTH CAUSE OF ACTION

1. For general and special damages according to proof at the time of trial but believed to be in excess of twenty-five million dollars (\$25,000,000), together with interest thereon from the date of the damages;
2. For costs of suit herein incurred, including attorney s fees; and
3. For such other and further relief as the court may deem proper.

SIXTH CAUSE OF ACTION

- 1 1. For general and special damages according to proof at the time of trial, together
- 2 with interest thereon from the date of the damages;
- 3
- 4 2. For punitive damages;
- 5
- 6 3. For costs of suit herein incurred, including attorney s fees; and
- 7 4. For such other and further relief as the court may deem proper.

SEVENTH CAUSE OF ACTION

- 8 1. For general and special damages according to proof at the time of trial but
- 9 believed to be in excess of twenty-five million dollars (\$25,000,000, together with
- 10 interest thereon from the date of the damages;
- 11
- 12 2. For punitive damages;
- 13 3. For such other and further relief as this court may deem just and proper.
- 14

15 DATED: February 13, 2003

GLICKER & FLAIG
A Professional Law Corporation

BRIAN I. GLICKER,
Attorney for Plaintiffs LINDA and DAVID
SOUTHWELL

