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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA
TUCSON DIVISION**

JOSHUA LILLY,

Plaintiff,

v.

GLOBAL COMMUNITY
COMMUNICATIONS ALLIANCE, et
al.,

Defendants.

Case No. 4:26-CV-00369-JGZ

**DEFENDANTS' *CORRECTED*
MOTION TO DISMISS
PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR DAMAGES
AND MEMORANDUM IN
SUPPORT**

Pursuant to Federal Rule of Civil Procedure 12(b)(6), Defendants¹ move to dismiss Plaintiff Joshua Lilly’s (“Plaintiff”) First Amended Complaint for Damages (“Complaint”). Plaintiff’s claims are barred by the statute of limitations and otherwise fail to state a claim under the federal Trafficking Victims Protection Reauthorization Act (“TVPRA”). This motion is supported by the following memorandum.

INTRODUCTION

Plaintiff is a former member of Defendant Global Community Communications Alliance (“GCCA”), a religious community based in Santa Cruz County, Arizona.² Plaintiff spent roughly four years in GCCA during his childhood, joining GCCA with his parents in 1990 at the age of 12 and leaving at the age of 16. Plaintiff then voluntarily returned to GCCA as an adult in 2006 before being asked to leave in summer 2016 and—following a brief period of re-entry—leaving for the last time in November 2016.

A large portion of Plaintiff’s Complaint is devoted to allegations about the history of GCCA, the purported structure of the community and its disciplinary methods, supposed isolation and family separation, and similar allegations spanning the entirety of his intermittent membership in GCCA. But Plaintiff’s claims in this case are exclusively based on his adult years in GCCA, and those claims are actually very simple. During his adult years in GCCA, Plaintiff worked as a contractor, helping to design, construct, and otherwise build the community in which he lived. Plaintiff alleges he did not receive independent compensation for that work. Plaintiff now characterizes that contracting work as “forced labor,” “trafficking,” “peonage,” and “involuntary servitude,” attempting to shoehorn his

¹ Defendants Global Community Communications Alliance; the Estate of Van of Urantia aka Gabriel of Urantia aka Gabriel of Sedona aka Prince Melfax aka Taliasvan aka Anthony Joseph Delevin; Nancy “Niánn” Emerson Chase; Tiyyiendea Dellerba aka Stacy Lee Myszka; Catherine “Centria” Lilly; Celinas Ruth; Soulistic Medical Institute; and Avalon Universal Enterprises, Inc. d/b/a ARC Roofing d/b/a Earth Harmony Builders (collectively, “Defendants”). Plaintiff also asserts claims against unknown GCCA “Elders” and “Does” who have not yet been served.

² For purposes of this Motion, Defendants accept as true Plaintiff’s well-pleaded allegations.

allegations into the TVPRA. But those stale, decades-old allegations fail to state any claim for relief against any Defendants for the following reasons.

First, Plaintiff's claims are time barred under the TVPRA's 10-year statute of limitations. None of Plaintiff's suggested tolling theories save his claims.

Second, even if Plaintiff's claims were timely, the Complaint fails to state a claim under the TVPRA. Count I does not plausibly allege that each Defendant knowingly obtained Plaintiff's labor through a prohibited means. Count II fails to identify a qualifying trafficking act by each Defendant and Count III does not allege that Plaintiff was compelled to work to satisfy a debt as required for peonage. Count IV relies primarily on psychological, social, economic, and spiritual pressures rather than the physical or legal coercion required to establish involuntary servitude. Count V does not plausibly allege that each Defendant knowingly benefited from participation in a venture engaged in a TVPRA violation. Finally, Count VI improperly asserts vicarious liability as a standalone claim and, in any event, does not adequately plead facts to support vicarious liability.

The Court should thus dismiss the Complaint in its entirety under Rule 12(b)(6).

FACTUAL BACKGROUND

Plaintiff was born in November 1978. Am. Compl. ¶ 12. He joined GCCA with his parents in 1990 at the age of about 12. *Id.* He first left GCCA in 1994, when he was approximately 16 years old. *Id.* In 2006, after reconnecting with his family, he voluntarily returned to GCCA with his wife. *Id.* ¶¶ 100-05.

It is this second period of membership that ostensibly gives rise to Plaintiff's claims in this action. After rejoining the community, Plaintiff worked as a licensed general contractor through Earth Harmony Builders—which Plaintiff alleges is a trade name for Avalon Universal Enterprises, Inc. ("Avalon"), owned by GCCA. *Id.* ¶¶ 24, 110. In that role, Plaintiff directed construction of numerous structures on GCCA's property. *Id.* ¶ 110. Plaintiff also worked as a licensed roofing contractor through ARC Roofing—also a trade name for Avalon—from approximately 2007 to 2015. *Id.* ¶¶ 24, 111. One of the facilities

1 that Plaintiff worked on was GCCA’s Soulistic Medical Institute (“Soulistic”), a nonprofit
 2 hospice and healing center, which opened in 2008. *Id.* ¶¶ 23, 113. In addition to his
 3 construction work, Plaintiff also alleges he performed agricultural work, community
 4 kitchen service, and cleaning and maintenance. *Id.* ¶ 118.

5 Plaintiff alleges he did not receive any wages for the work he performed as a GCCA
 6 member. *Id.* ¶¶ 109-18. At a high level, Plaintiff claims that his labor was coerced through
 7 various means, such as restrictions on outside communications, mandatory counseling,
 8 spiritual discipline, peer reporting through a “chip game,” participation in a program known
 9 as PIRP, economic dependency, family separation, and shunning. *Id.* ¶¶ 52-95. Plaintiff
 10 alleges that the individual defendants—Anthony Joseph Delevin,³ Nancy “Niánn” Emerson
 11 Chase, Tiyiendea Dellerba aka Stacy Lee Myszkza, Catherine “Centria” Lilly, and Celinas
 12 Ruth—played a part in this coercion. *Id.* ¶¶ 14-21.

13 Plaintiff was asked to leave the GCCA community in the summer of 2016. *Id.* ¶ 136-
 14 37. Following the death of his child, Plaintiff briefly returned to GCCA in September 2016
 15 but was again ordered to leave two months later. *Id.* ¶¶ 145-50. Plaintiff left GCCA on
 16 November 14, 2016. *Id.* ¶ 150. Plaintiff has not returned to GCCA since his departure. *Id.*

17 Based on these allegations, Plaintiff asserts six claims under the TVPRA: Count I
 18 for forced labor in violation of 18 U.S.C. § 1589; Count II for trafficking with respect to
 19 forced labor in violation of 18 U.S.C. § 1590; Count III for peonage in violation of 18
 20 U.S.C. § 1581; Count IV for involuntary servitude in violation of 18 U.S.C. § 1584; Count
 21 V for beneficiary liability; and Count VI for vicarious liability. Counts I through V are
 22 asserted against all Defendants, while Count VI is asserted only against GCCA, Avalon,
 23 and Soulistic.

24 **CERTIFICATE OF CONFERRAL PURSUANT TO LRCIV 12.1(c)**

25 Defendants certify that, on October 6, 2026, counsel for Defendants sent an email to
 26

27 ³ Delevin, GCCA’s founder, has since passed away, so Plaintiff asserts his claims against
 28 Delevin’s Estate.

1 Plaintiff's counsel stating that Defendants intended to file a motion to dismiss under Rule
 2 12(b)(6) and notifying Plaintiff's counsel of the issues raised in this motion. The parties
 3 were unable to reach an agreement that the Complaint is curable in any part by a permissible
 4 amendment. Counsel for Defendants submits this certificate pursuant to LRCiv 12.1(c).

5 **LEGAL STANDARD**

6 A complaint must contain enough factual matter to state a claim that is plausible on
 7 its face. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). Labels, conclusions, and a
 8 formulaic recitation of the elements of a cause of action will not suffice. *See Bell Atl. Corp.*
 9 *v. Twombly*, 550 U.S. 544, 555 (2007). A claim is plausible only when its factual allegations
 10 allow a reasonable inference that the defendant is liable for the alleged misconduct. *See*
 11 *Iqbal*, 556 U.S. at 678.

12 While the Court must assume the general allegations are provable by facts, it "need
 13 not assume, however, that the plaintiff can prove facts different from those alleged in the
 14 complaint." *McGrath v. Scott*, 250 F. Supp. 2d 1218, 1220 (D. Ariz. 2003). A complaint
 15 also must give each defendant fair notice of the conduct for which that defendant is
 16 allegedly liable. *See Ralston v. City of Surprise*, No. CV-25-03462-PHX-SPL, 2026 WL
 17 1034337, at *2 (D. Ariz. Apr. 15, 2026). Pleadings that assert claims against multiple
 18 defendants without identifying which defendant engaged in which conduct, or that
 19 indiscriminately incorporate all prior allegations into each count, constitute impermissible
 20 "shotgun" pleadings. *See id.*

21 **ARGUMENT**

22 **I. PLAINTIFF'S CLAIMS ARE TIME BARRED AND NONE OF PLAINTIFF'S** 23 **ASSERTED TOLLING THEORIES SAVE THEM.**

24 **A. Plaintiff's Claims Are Barred Under the TVPRA's 10-Year Limitations** 25 **Period.**

26 Plaintiff's TVPRA claims are subject to the limitations period set forth in 18 U.S.C.
 27 § 1595(c), which provides that an action for civil liability under the TVPRA must be
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1 commenced either (1) no later than 10 years after the cause of action arose, or (2) for a
2 person who was a minor when the offense occurred, 10 years after the person reached the
3 age of 18. *See id.*

4 As an initial matter, to the extent the Complaint premises any of Plaintiff's claims
5 on allegations from 1990 to 1994, the period he resided at GCCA as a minor, those claims
6 are clearly time barred.⁴ Plaintiff alleges he was born in November 1978 (Am. Compl. ¶
7 12); as such, he would have turned 18 in November 1996. The statute of limitations for
8 those claims would have expired in November 2006 (10 years after he reached the age of
9 majority).

10 Plaintiff's claims arising from his second period of membership in GCCA fare no
11 better. Plaintiff alleges he voluntarily returned to GCCA in 2006, was asked to leave in the
12 summer of 2016, briefly returned in September 2016, and left permanently in November
13 2016. *Id.* ¶¶ 100-05, 139, 145-50. Plaintiff did not file this action until July 23, 2026. Any
14 TVPRA claim that accrued before July 23, 2016 therefore falls outside the 10-year
15 limitations period. The labor-related allegations that form the core of Plaintiff's TVPRA
16 claims overwhelmingly predate that cutoff. Plaintiff alleges he performed construction
17 work through Earth Harmony Builders, operated as a roofing contractor through ARC
18 Roofing from approximately 2007 to 2015, and helped build or remodel facilities associated
19 with Soulistic, which opened in 2008. *Id.* ¶¶ 23-24, 110-17. Although Plaintiff now alleges
20 that he performed some additional work during his brief return to GCCA from September
21 through November 2016, the principal labor underlying his claims occurred years earlier.
22 Accordingly, any claims predicated on that pre-July 2016 conduct are untimely. And
23 because Counts V and VI depend upon an underlying, actionable TVPRA violation, those
24 claims likewise fail to the same extent.

25
26 ⁴ It is unclear if Plaintiff pursues this theory. While he alleges Defendants "coerced" him to
27 perform unpaid labor "[b]eginning with his first period of residency as a child" (Am.
28 Compl. ¶ 109), his forced labor allegations otherwise appear to exclusively relate to work
performed as an adult. Regardless, his claims are time barred under either theory.

1 No doubt anticipating the challenge, Plaintiff spends the last two pages of his
 2 Complaint attempting to rebut any statute of limitations argument. *See* Am. Compl. ¶¶ 220-
 3 27. But each of the various tolling theories invoked by Plaintiff—the discovery rule (*id.* ¶¶
 4 220-24) and the doctrines of equitable tolling (*id.* ¶ 225) and continuing harm (*id.* ¶¶ 226-
 5 27)—fails for the reasons discussed below.

6 **B. The Discovery Rule Does Not Apply to Plaintiff’s TVPRA Claims.**

7 The discovery rule does not save Plaintiff’s claims. Each of Plaintiff’s claims is
 8 asserted under—or derivative of a claim asserted under—the TVPRA. But courts in this
 9 Circuit have repeatedly concluded that “the discovery rule does not apply to the TVPRA.”
 10 *Christina T. v. Bellagio LLC*, 806 F. Supp. 3d 1185, 1193 (D. Nev. 2025); *C.C. v. Rashid*,
 11 No. 2:23-CV-02056-GMN-BNW, 2025 WL 1785273, at *5 (D. Nev. June 26, 2025); *see*
 12 *also J.M. v. Red Roof Franchising, LLC*, No. 2:24-CV-03384-KJM-JDP, 2025 WL
 13 2410941, at *7 (E.D. Cal. Aug. 20, 2025) (declining to apply the discovery rule to plaintiff’s
 14 TVPRA claims and noting that “no court appears to have interpreted the TVPRA as
 15 authorizing courts to use a general discovery rule, and at least one district court within this
 16 circuit has expressly rejected the discovery rule in a TVPRA case”); *K.L. v. Lodge*, No.
 17 2:25-CV-01763-JAM-CKD, 2026 WL 2185409, at *3 (E.D. Cal. July 29, 2026) (noting
 18 precedent and declining to apply the discovery rule to plaintiff’s TVPRA claims).

19 But even if the Court were to apply the discovery rule, it would not save Plaintiff’s
 20 claims. Plaintiff contends he did not appreciate the nature or extent of his injuries because
 21 of the effects of PIRP, counseling, and Defendants’ alleged continuing influence after he
 22 left GCCA. Am. Compl. ¶¶ 222-24. That argument misses the point. Plaintiff’s claims are
 23 predicated on allegations that he performed labor for GCCA without compensation and
 24 under coercive conditions. Plaintiff necessarily knew those underlying facts when they
 25 occurred. He alleges that he worked for GCCA, generated revenue through his contracting
 26 and roofing work, and received no wages for that labor. *Id.* ¶¶ 52-95, 110-18, 127-31.
 27 Whatever Plaintiff may now contend about the legal significance of those circumstances,
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1 there was nothing latent or undiscoverable about whether he was being paid for his work.
 2 By the time he permanently left GCCA in November 2016, he knew who allegedly imposed
 3 those conditions, what work he performed, and that he had not been compensated for it.

4 The discovery rule does not apply to Plaintiff’s claims—and, even if it did, it would
 5 not save his claims.

6 **C. Plaintiff Does Not Plausibly Allege Equitable Tolling Because He Does**
 7 **Not Allege Diligence or an Extraordinary Impediment.**

8 Equitable tolling requires Plaintiff to make a two-part showing: first, that he has been
 9 diligent in pursuing his rights, and second, that some “extraordinary circumstance”
 10 prevented timely filing. *See Menominee Indian Tribe of Wisc. v. United States*, 577 U.S.
 11 250, 255 (2016). Plaintiff’s allegations show neither.

12 The Ninth Circuit has held that a plaintiff must demonstrate that “he has been
 13 reasonably diligent in pursuing his rights not only while an impediment to filing caused by
 14 an extraordinary circumstance existed, but before and after as well, *up to the time of filing*
 15 *his claim.*” *Smith v. Davis*, 953 F.3d 582, 598-99 (9th Cir. 2020) (en banc) (emphasis
 16 added). And “it is only when an extraordinary circumstance prevented a petitioner acting
 17 with reasonable diligence from making a timely filing that equitable tolling may be the
 18 proper remedy.” *Id.* at 600. The Ninth Circuit has explained that, the fact that equitable
 19 tolling is applied only in extraordinary circumstances “necessarily suggests the doctrine’s
 20 rarity, and the requirement that extraordinary circumstances stood in [plaintiff’s] way
 21 suggests that an external force must cause the untimeliness, rather than . . . merely oversight,
 22 miscalculation or negligence on [plaintiff’s] part, all of which would preclude the
 23 application of equitable tolling.” *Waldron-Ramsey v. Pacholke*, 556 F.3d 1008, 1011 (9th
 24 Cir. 2009) (internal citations omitted). “The burden of alleging facts which would give rise
 25 to tolling falls upon the plaintiff.” *Hinton v. Pac. Enters.*, 5 F.3d 391, 395 (9th Cir. 1993).
 26 “That burden does not arise only after a motion to dismiss; rather, the plaintiff ‘must plead
 27 with particularity the circumstances surrounding the concealment and state facts showing
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1 his due diligence in trying to uncover the facts.” *Id.* (quoting *Rutledge v. Bos. Woven Hose*
2 *& Rubber Co.*, 576 F.2d 248, 250 (9th Cir. 1978)).

3 Here, the Complaint alleges only that, “as a result of being a victim of trafficking,”
4 Plaintiff faced “extraordinary circumstances” that prevented him from pursuing his legal
5 remedies, including “extreme psychological coercion, trauma, and the threat of losing
6 access to his last surviving child.” Am. Compl. ¶ 225. But these conclusory allegations
7 regarding Plaintiff’s mental state do not plausibly allege the type of extraordinary
8 circumstances required for equitable tolling. *See, e.g., Boos v. Runyon*, 201 F.3d 178, 185
9 (2d Cir. 2000) (finding allegations “manifestly insufficient to justify any further inquiry into
10 [equitable] tolling” where plaintiff offered only a “conclusory and vague claim” regarding
11 her mental condition, “without a particularized description of how her condition adversely
12 affected her capacity to function generally or in relationship to the pursuit of her rights”);
13 *Levin v. Sarah Lawrence Coll.*, 747 F. Supp. 3d 645, 674 (noting that plaintiff failed to meet
14 her burden to establish equitable tolling where the complaint “fail[ed] to allege any specifics
15 of [plaintiff’s] mental state”). And, Plaintiff’s allegations reflect that he was aware that if
16 he returned he would be contributing any income to the community. Specifically,
17 “[Plaintiff] re-entered . . . because GCCA represented that he would be permitted to fulfill
18 existing outside construction contracts using a community vehicle (*with contract proceeds*
19 *to be signed over to GCCA*) . . .” Am. Compl. ¶ 146 (emphasis added).

20 Nor does Plaintiff allege facts demonstrating a causal connection between his
21 purported mental state and his nearly decade-long delay in filing suit. He does not explain
22 how his condition prevented him from consulting counsel after his final departure in
23 November 2016, what efforts he made to investigate or pursue his claims during the
24 intervening years, or when the alleged impediment ended. Absent particularized allegations
25 establishing both an extraordinary circumstance and a causal connection to the delayed
26 filing, equitable tolling is unavailable. *See Levin*, 747 F. Supp. 3d at 674-75 (rejecting
27 equitable tolling where plaintiff failed to describe her impairment with particularity and
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1 demonstrate a causal connection between how she felt and her ability to pursue her rights).

2 Plaintiff fails to meet his burden to allege facts that would give rise to equitable
3 tolling of his TVPRA claims.

4 **D. Later Events Do Not Automatically Constitute “Continuing Harm”**
5 **Rendering Every Earlier Act Timely.**

6 In his final effort to save his claims, Plaintiff invokes the continuing violations
7 doctrine, alleging that Defendants engaged in a “pattern of continuous and ongoing tortious
8 conduct” through November 2016.⁵ Am. Compl. ¶¶ 226-27. But related events do not
9 necessarily constitute a single continuing violation, and the “mere continuing impact from
10 past violations is not actionable.” *Williams v. Owens-Illinois, Inc.*, 665 F.2d 918, 924 (9th
11 Cir. 1982) (internal quotations omitted); see *Nat’l R.R. Passenger Corp. v. Morgan*, 536
12 U.S. 101, 112-15 (2002) (distinguishing discrete acts from conduct that collectively
13 constitutes a single violation).

14 The Complaint alleges materially different conduct occurring at different times
15 throughout Plaintiff’s off-and-on association with GCCA. Plaintiff’s core trafficking
16 allegations concern the labor that forms the basis of his TVPRA claims, including
17 construction and roofing work for Avalon and remodeling work associated with Soulistic.
18 *Id.* ¶¶ 110-17. Those allegations principally relate to work performed between 2007 and
19 2015 and, at the latest, before Plaintiff’s initial departure from GCCA in the summer of
20 2016. Plaintiff now alleges that, during his brief return to GCCA from September through
21 November 2016, he performed additional construction and remodeling, including building
22 a commercial garden. But even accepting those allegations as true, they do not transform
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24 ⁵ Plaintiff also posits that “[l]abor trafficking is akin to hostile work environment claims”
25 and that the Supreme Court’s rationale in applying the continuing violations doctrine to
26 hostile work environment claims is somehow instructive here. Am. Compl. ¶ 226. Plaintiff
27 cites no authority for this proposition. Regardless, Defendants disagree that hostile work
28 environment claims are analogous to the statutory trafficking claims asserted here, and
nothing in the Supreme Court’s discussion of that distinct cause of action supports
extending the continuing violations doctrine to Plaintiff’s TVPRA claims.

years of earlier, completed labor into a single continuing violation extending through November 2016. Most of Plaintiff's later allegations concern different events, including family separation, custody proceedings, Plaintiff's return to GCCA, his expulsion in November 2016, and subsequent "shunning." *Id.* ¶¶ 133-54. At most, those allegations describe related events arising out of Plaintiff's broader relationship with GCCA; they do not render timely otherwise stale claims based on distinct conduct occurring years earlier. The presence of some alleged conduct within the limitations period does not revive claims arising from earlier, completed conduct. *See Lundstrom v. Holiday Hosp. Franchising, LLC*, No. 1:22-cv-00056, 2023 WL 4424725, at *10 (D.N.D. May 22, 2023) (barring portions of TVPRA claims based on trafficking occurring more than 10 years before suit); *H.G. v. Inter-Cont'l Hotels Corp.*, 489 F. Supp. 3d 697, 710 (E.D. Mich. 2020) (holding that TVPRA claims arising from conduct outside § 1595(c)'s 10-year period were untimely).

Plaintiff's claims are time barred in their entirety.

II. EACH CLAIM FAILS FOR ADDITIONAL, INDEPENDENT REASONS.

A. Count I Fails Because Plaintiff Does Not Plausibly Allege That Each Defendant Knowingly Obtained His Labor Through a Prohibited Means.

Count I alleges forced labor under 18 U.S.C. § 1589. To state such a claim, Plaintiff must plausibly allege that each Defendant knowingly obtained his labor or services through one of the prohibited means identified in the statute, including threats of serious harm or physical restraint, abuse or threatened abuse of legal process, or a coercive scheme. *See* 18 U.S.C. § 1589. The statute requires more than allegations that a defendant was aware the plaintiff worked or that his work was unpaid. The plaintiff must plead facts showing both that the defendant knew of the allegedly coercive conduct and that the labor was obtained through that conduct. *See Martínez-Rodríguez v. Giles*, 31 F.4th 1139, 1155-57 (9th Cir. 2022); *United States ex rel. Lesnik v. ISM Vuzem d.o.o.*, 112 F.4th 816, 821 (9th Cir. 2024).

The Complaint does not meet that standard. First, although Plaintiff alleges that his

1 unpaid labor was the product of family separation, economic dependence, the PIRP
2 program, legal and custody proceedings, shunning, and other forms of pressure, he largely
3 attributes those allegations to “Defendants” collectively. Am. Compl. ¶¶ 158-61. The
4 Complaint seldom identifies which Defendant engaged in particular conduct, what labor
5 that Defendant allegedly obtained, or how that Defendant used a prohibited means to obtain
6 it. Such generalized allegations fail to establish liability on a defendant-by-defendant basis.

7 Second—and more fundamentally—the Complaint conflates allegations that
8 Plaintiff felt unable to leave GCCA with allegations that Defendants obtained specific labor
9 through prohibited coercion, as required under § 1589. The Complaint does not allege that
10 Plaintiff refused or attempted to refuse a particular work assignment, that a Defendant
11 threatened a prohibited consequence if he declined, or that he performed labor because of
12 such a threat. Instead, the allegations describe an allegedly coercive communal environment
13 without plausibly connecting any particular Defendant’s conduct to the procurement of
14 Plaintiff’s labor. The Ninth Circuit rejected a similar theory in *Headley v. Church of*
15 *Scientology International*, where the plaintiffs challenged the “discipline, lifestyle, and
16 familial constraints” imposed by their religious community, but the court concluded that
17 the defendants had not obtained the plaintiffs’ labor “by means of” those features. 687 F.3d
18 1173, 1180 (9th Cir. 2012). Indeed, as in *Headley*, Plaintiff’s allegations concern
19 community practices, family relationships, and social pressures that allegedly made
20 remaining in GCCA difficult to navigate, but he does not plausibly allege that Defendants
21 obtained his labor through those practices. To the contrary, many of the alleged coercive
22 features ultimately led Plaintiff to leave GCCA altogether, effectively ending any labor he
23 provided.

24 In addition to these overarching pleading defects, Plaintiff’s specific theories of §
25 1589 liability suffer from independent deficiencies. The Complaint repeatedly invokes
26 statutory language like “force,” “serious harm,” “abuse of legal process,” and a “scheme,
27 plan, or pattern,” but it does not allege facts plausibly showing that any Defendant
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1 knowingly obtained Plaintiff's labor through any such means. The allegations are
 2 particularly deficient with respect to Plaintiff's theories under §§ 1589(a)(1) and (a)(3).
 3 Section 1589(a)(1) addresses force, threats of force, physical restraint, and threats of
 4 physical restraint. But the Complaint alleges no assault, physical confinement, bodily
 5 restraint, threat of violence, or comparable form of physical force. Allegations of spiritual
 6 authority, economic dependence, social pressure, surveillance, or fear of family separation
 7 do not plausibly establish coercion under § 1589(a)(1). Second, Plaintiff fails to plausibly
 8 allege abuse or threatened abuse of legal process under § 1589(a)(3). The Complaint relies
 9 on a custody document signed after Plaintiff's return to GCCA in 2006, legal proceedings
 10 initiated in 2016, a financial obligation purportedly imposed as a condition of re-entry, and
 11 an exit statement signed after Plaintiff was instructed to leave the community. Am. Compl.
 12 ¶¶ 105, 137-39, 160. But Plaintiff does not allege that any Defendant used or threatened
 13 legal process to compel him to perform labor, nor does he identify any labor that resulted
 14 from such a threat. These allegations concern family disputes, re-entry conditions, and
 15 Plaintiff's eventual departure from GCCA. They do not plausibly allege that legal process
 16 was used to obtain labor.

17 Count I fails to state a claim and should be dismissed.

18 **B. Count II Fails Because Plaintiff Does Not Identify a Qualifying**
 19 **Trafficking Act By Each Defendant.**

20 Count II alleges trafficking with respect to forced labor in violation of 18 U.S.C. §
 21 1590. Plaintiff alleges that Defendants recruited him back to GCCA in 2006 through a
 22 campaign by family members, induced him and his wife to rejoin, required him to surrender
 23 his assets, harbored him within the community, and ultimately obtained his labor for GCCA
 24 and its affiliated entities. Am. Compl. ¶¶ 164-70.

25 Section 1590 prohibits specific acts, including knowingly recruiting, harboring,
 26 transporting, providing, or obtaining a person for labor or services in violation of the
 27 TVPRA. *See* 18 U.S.C. § 1590(a). Plaintiff therefore must plausibly allege that each
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1 Defendant committed at least one qualifying act with the required knowledge.

2 Here, this claim relies almost entirely on collective allegations. Plaintiff contends
3 that all Defendants recruited, harbored, transported, provided, and obtained him for labor
4 and services. But the factual allegations do not support that sweeping assertion. For
5 example, the recruitment allegations primarily concern Plaintiff's mother, Lilly⁶, and his
6 return to GCCA in 2006. Plaintiff alleges Lilly cultivated a relationship with his wife and
7 encouraged her to join GCCA, prompting him to rejoin the community. *Id.* ¶¶ 102-04, 165-
8 66. Those allegations are insufficient to state a claim against either Lilly or GCCA because
9 Plaintiff does not plausibly allege that Lilly or GCCA knowingly "recruited" him for
10 purposes of obtaining unlawful labor or services. And, putting aside the viability of those
11 allegations against Lilly or GCCA, they do not allege recruitment by any other Defendants.

12 The allegations against Ruth, Soulistic, and Avalon likewise do not establish
13 trafficking. Ruth's alleged conduct concerns custody documents and proceedings associated
14 with Plaintiff's departure. *Id.* ¶¶ 21, 137-39. The allegations concerning Soulistic and
15 Avalon concern facilities and businesses through which Plaintiff allegedly performed work.
16 *Id.* ¶¶ 23-24, 110-12. Those allegations do not establish that they knowingly recruited,
17 harbored, transported, provided, or obtained Plaintiff for labor in violation of the TVPRA.

18 Nor does the Complaint adequately plead harboring. Although Plaintiff alleges he
19 resided at GCCA and describes restrictions on communication and movement, he does not
20 identify which Defendant allegedly harbored him, what conduct by each of them constituted
21 harboring, or facts giving rise to the requisite knowledge. *Id.* ¶¶ 167-68. Because the
22 Complaint does not connect each Defendant to a qualifying trafficking act and an
23 underlying TVPRA violation, Count II should be dismissed.

24 **C. Count III Fails Because Plaintiff Does Not Allege He Was Compelled to**
25 **Work to Satisfy a Debt.**

26 Count III alleges peonage in violation of 18 U.S.C. § 1581. Plaintiff claims GCCA
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28 ⁶ "Lilly" refers to Defendant Catherine Lilly, Plaintiff's mother, not the Plaintiff himself.

1 created a form of debt bondage through the PIRP program by assigning participants
2 (including Plaintiff) an alleged \$50,000 obligation that became payable if a member left
3 GCCA or sought to return after departure. Am. Compl. ¶¶ 77-79, 139. Plaintiff further
4 alleges that Defendants deprived him of independent financial resources, required him to
5 surrender assets and revenue, and compelled him to continue working while this obligation
6 remained outstanding. *Id.* ¶¶ 174-77.

7 This claim fails because peonage requires *labor* compelled because of an actual
8 or purported debt. *See Clyatt v. United States*, 197 U.S. 207, 215 (1905) (“The basal fact is
9 indebtedness.”); *United States v. Reynolds*, 235 U.S. 133, 144, 146 (1914) (same). The
10 existence of a debt, standing alone, is not enough. Plaintiff must plausibly allege that his
11 labor was required to satisfy that debt.

12 The allegations do not meet this requirement. Plaintiff points to the alleged \$50,000
13 PIRP obligation. Am. Compl. ¶¶ 77-79, 175. But according to the Complaint, that obligation
14 functioned as a condition of departure or possible reentry. *Id.* ¶ 174. Plaintiff does not allege
15 that labor reduced the obligation, that continued work discharged the debt, or that any
16 Defendant required him to work because he owed money. In fact, they allege the opposite—
17 that he was to continue to “fulfill existing outside construction contracts . . . with contract
18 proceeds to be signed over to GCCA.” *Id.* ¶ 146. Peonage requires labor compelled to satisfy
19 indebtedness. *See Clyatt*, 197 U.S. at 215-16. The Complaint does not allege facts showing
20 that Plaintiff worked for GCCA because of a debt or that any Defendant compelled labor
21 on that basis.

22 Plaintiff’s own allegations underscore the problem. He alleges that much of the labor
23 underlying his claims occurred years before he entered PIRP in approximately 2013. *Id.* ¶¶
24 109-37. Therefore, as pleaded, the alleged debt arose well after much of Plaintiff’s work
25 was performed, making it difficult to infer that the earlier labor was somehow performed to
26 satisfy that debt. Count III fails to state a claim and must be dismissed.

D. Count IV Fails Because Plaintiff Does Not Plausibly Allege Involuntary Servitude.

Count IV alleges involuntary servitude in violation of 18 U.S.C. § 1584. Plaintiff alleges that Defendants held him in involuntary servitude from 2006 to 2016 through isolation, surveillance, economic dependency, family separation, and other forms of social, psychological, and legal coercion that he claims left him unable to leave GCCA. Am. Compl. ¶¶ 181-84.

But these allegations do not plausibly state a claim under § 1584. This statute addresses an even narrower category of conduct than Plaintiff's forced-labor claim under § 1589. Section 1584 requires allegations of physical coercion or coercion through law or legal process, not merely psychological, social, economic, or spiritual pressure. *See United States v. Kozminski*, 487 U.S. 931, 944, 948-53 (1988). Here, the Complaint relies primarily on allegations of isolation, economic dependence, community pressure, spiritual authority, surveillance, shunning, family separation, and fear of losing relationships. *See* Am. Compl. ¶¶ 182-84. Even accepting those allegations as true, they do not plausibly establish the type of physical or legal coercion required to state a claim for involuntary servitude.

Plaintiff repeatedly uses words like "force," "physical," and "legal coercion," but those are mere labels and conclusions that are not supported by any factual allegations. The Complaint does not describe any assault, confinement, physical restraint, threats of bodily injury, or other forms of physical pressure. Nor does Plaintiff plausibly allege that legal process compelled him to perform labor. In fact, he alleges that no threats related to any divorce or custody proceedings were made until after he left GCCA in July 2016, and he does not allege that any threats related to any legal proceedings were made to precipitate his return to GCCA in September 2016. Am. Compl. ¶¶ 138-50. Those allegations do not plausibly establish that legal process compelled Plaintiff to perform years of construction and roofing work. Count IV should be dismissed for failure to state a claim.

E. Count V Fails Because There Is No Predicate TVPRA Violation and Plaintiff Does Not Plausibly Plead Beneficiary Liability.

Count V alleges beneficiary liability under 18 U.S.C. § 1595(a). To state a claim for beneficiary liability, Plaintiff must plausibly allege that each Defendant knowingly benefited from participation in a venture that the Defendant knew or should have known engaged in a TVPRA violation. *See* 18 U.S.C. § 1595(a). Beneficiary liability is thus not imposed merely because a defendant was affiliated with GCCA or received some indirect benefit from Plaintiff's work.

As a threshold matter, because Plaintiff cannot state an underlying TVPRA violation, this claim necessarily fails. Even putting that aside, however, Plaintiff's vague, conclusory allegations are insufficient to state a claim for beneficiary liability. Plaintiff again relies largely on collective allegations rather than specific facts, alleging generally that GCCA, its "leadership," and its "operations" constituted a venture, that "[e]ach Defendant took part" in it, and that each Defendant benefited and knew or should have known of the underlying violations. Am. Compl. ¶¶ 188-90. Those conclusory allegations largely mirror the statutory language without providing any facts to support the beneficiary liability claim. The deficiencies are particularly apparent as to Ruth, Soulistic, and Avalon. The allegations concerning Ruth focus on legal services and custody-related proceedings (*id.* ¶¶ 21, 190(d)), yet do not identify any concrete benefit she received from Plaintiff's labor. Soulistic allegedly occupied buildings Plaintiff remodeled (*id.* ¶ 23), and Avalon allegedly operated businesses through which he worked (*id.* ¶ 24), but receipt of a benefit alone is not enough. The Complaint must plausibly allege participation in the alleged venture and actual or constructive knowledge of the underlying TVPRA violation. It does not do so.

Count V should be dismissed for failure to state a claim.

F. Count VI Fails Because There Is No Predicate TVPRA Violation and Plaintiff Does Not Plausibly Allege a Basis for Vicarious Liability.

Count VI does not allege an independent TVPRA violation. Instead, it seeks to

1 impose vicarious liability on GCCA, Avalon, and Soulistic for the alleged TVPRA
2 violations. Plaintiff alleges that these entities are liable under theories of agency, joint
3 venture, and alter ego because of overlapping leadership, shared operations, coordinated
4 management, common ownership, and alleged participation in a unified venture. Am.
5 Compl. ¶¶ 195-211.

6 Count VI is not an independent cause of action; rather, it merely invokes theories
7 through which liability for an underlying violation may be attributed to another party. Its
8 viability thus depends both on a predicate violation and on allegations satisfying the
9 elements of agency, joint-venture, or alter-ego liability. *See Meyer v. Holley*, 537 U.S. 280,
10 285-86 (2003) (explaining that traditional agency principles govern vicarious liability under
11 federal tort statutes).

12 Like Count V, this claim necessarily fails because Plaintiff cannot state an
13 underlying TVPRA violation. Plaintiff also fails to plausibly allege facts to support any of
14 his vicarious liability theories. His agency theory fails because the Complaint does not
15 identify an underlying violation committed on behalf of a principal within the scope of an
16 agency relationship. Count VI alleges that the individual Defendants acted as GCCA's
17 agents because they held leadership roles and managed operations. Am. Compl. ¶¶ 197-
18 211. But allegations that individuals held leadership positions in multiple organizations do
19 not establish that conduct undertaken for one entity should be attributed to another.

20 For all of these reasons, Count VI must be dismissed.

21 CONCLUSION

22 Plaintiff's claims are time barred. And his stale, decades-old allegations otherwise
23 fail to state a claim for relief. Defendants respectfully request that the Court grant this
24 motion, dismiss the Complaint in its entirety with prejudice, and enter such further relief as
25 the Court deems just and proper.

Dated: October 9, 2026

Humphrey & Petersen, P.C.

By: /s Andrew Petersen

Andrew Petersen

Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on October 9, 2026, I emailed the attached document to:

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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Joshua Lilly,

Plaintiff,

vs.

Global Community Communications
Alliance; Estate of Van of Urantia aka
Gabriel of Urantia aka Gabriel of
Sedona aka Prince Melfax aka Taliasvan
aka Anthony Joseph Delevin; Nancy
“Niánn” Emerson Chase; Tiyiendea
Dellerba aka Stacy Lee Myszka;
Catherine “Centria” Lilly; Celinas Ruth;
Soulistic Medical Institute; Avalon
Universal Enterprises, Inc. d/b/a Arc
Roofing d/b/a Earth Harmony Builders;
GCCA Elders I-X and Does I-X,

Defendants.

Case No.: 4:26-cv-00369-JGZ

**ORDER DISMISSING PLAINTIFF’S
FIRST AMENDED COMPLAINT**

(Hon. Jennifer G. Zipp)

Upon consideration of Defendants’ Motion to Dismiss Plaintiff’s First Amended Complaint for Damages and Memorandum in Support, the matter being fully briefed, and good cause and appearing,

IT IS HEREBY ORDERED that Defendants’ Motion to Dismiss Plaintiff’s First Amended Complaint for Damages and Memorandum in Support is GRANTED.