

1 **COMP**

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12 **UNITED STATES DISTRICT COURT**

13 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

14 ANGELO AMATO, an Illinois Citizen,

15 Plaintiffs,

16 vs.

17 NARCONON FRESH START d/b/a
18 SUNSHINE SUMMIT LODGE; and DOES 1-
19 100, ROE Corporations I – X, inclusive,

20 Defendants.

Case No. '14CV0588 JLS BLM

COMPLAINT AND JURY DEMAND

21 Plaintiff Angelo Amato (“Plaintiff”) alleges on information and belief against Defendant,
22 and DOES 1-100, ROE Corporations I – X, inclusive, the following:

23 **I.**

24 **PARTIES**

25 1. Plaintiff Angelo Amato was, and at all relevant times to this Complaint is, a citizen of
Illinois.

2. Defendant Narconon Fresh Start (hereafter “Narconon”), is, and at all times relevant to this
Complaint was, a corporation incorporated under the laws of, and with its principal place of

1 business in, the State of California. Defendant has been at all relevant times transacting business in
2 Warner Springs, San Diego County, California. Fresh Start may served with process through its
3 registered agent, Mark Kirwin, 4480 Market St., Ste. 804, Ventura, CA 93003.

4 3. Plaintiff is unaware of the true names and capacities, whether individual, corporate,
5 associate, or otherwise, of Defendant DOES 1-100, inclusive, and, therefore, sues these
6 Defendants by fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint
7 when the identities of these Defendants are ascertained.

8 **II.**

9 **JURISDICTION AND VENUE**

10 4. This Court has subject jurisdiction pursuant to 28 U.S.C. § 1332. The amount in
11 controversy exceeds \$75,000.00, and there is complete diversity between the parties.

12 5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial portion
13 of the events and omissions giving rise to this lawsuit occurred in this District, and the Court has
14 personal jurisdiction over each of the parties as alleged throughout this Complaint.

15 **III.**

16 **FACTUAL ALLEGATIONS**

17 **A. Angelo's Entry Into The Narconon Program**

18 6. On or about December 19, 2013, Angelo was searching the Internet for help in finding an
19 appropriate drug rehabilitation facility for himself. Angelo found a website that purported to
20 provide help in finding an appropriate drug rehabilitation facility.

21 7. Angelo called a 1-800 number provided by this website, and an "independent consultant"
22 referred him to Narconon. Soon after, Angelo received a call from Narconon employee, Dan
23 Carmichael.

24 8. Angelo is a mixed martial arts fighter and had become addicted to Vicodin to deal with
25 chronic pain after undergoing three surgeries. Mr. Carmichael explained that the Narconon

1 program is so effective because its sauna and vitamin program, the New Life Detoxification
2 Program, makes patients sweat out residual drug toxins in the cells. These residual drug toxins,
3 Carmichael claimed, are what cause drug cravings.

4 9. Carmichael represented that the New Life Detoxification Program had been scientifically
5 and medically proven to be effective.

6 10. Carmichael further falsely represented to Angelo: (1) that while undergoing detox at
7 Narconon, Angelo would be under the care of a doctor or nurse at all times; (2) that Narconon
8 would provide Angelo with extensive drug and addiction counseling; (3) that Narconon staff are
9 properly trained to care for and treat persons with addiction; and (4) that Angelo's health
10 insurance would reimburse 50% of the cost of the Narconon program.

11 11. Carmichael directed Angelo to Narconon Fresh Start website for its facility in Warner
12 Springs, California, [www. sunshinesummitlodge.com](http://www.sunshinesummitlodge.com). This website, and Carmichael, represented
13 to Angelo that the Narconon program has a 76% success rate.

14 12. Based on these representations, Angelo agreed to enter the Narconon program at its facility
15 in Warner Springs, California. Angelo executed the contract attached hereto as **Exhibit A**. The
16 contract describes the founding of the Narconon program as follows: "The Narconon Program was
17 founded in 1966 by William Benitez, where it was first used in the Arizona State Prison, after
18 being inspired by the practical betterment philosophy of author and humanitarian L. Ron Hubbard
19 in the book, *The Fundamentals of Thought*. After reforming himself through the use of this new
20 and innovative rehabilitation technology and establishing the Narconon program, Mr. Benitez
21 found a new purpose in life by helping people not only rehabilitate themselves from drug
22 addiction, but more importantly, restore their personal values, integrity, and responsibility. The
23 Narconon Program is secular [NON-RELIGIOUS] in nature and the program does not include
24 participation in any religious studies of any kind."

1 13. To hide Narconon's origin in Scientology, Narconon misrepresented the title of the L. Ron
2 Hubbard book that inspired its creation. The actual title of the L. Ron Hubbard Book is
3 "Scientology: The Fundamentals of Thought, The Basic Book of the Theory and Practice of
4 Scientology for Beginners," (hereafter "Scientology: Fundamentals of Thought").

5 14. Carmichael explained that fee for the program was \$31,000.00 and needed to be paid in
6 full upfront.

7 15. Carmichael stressed that it was urgent that Angelo get into the Narconon program as
8 quickly as possible. Carmichael said that if Angelo did not get help immediately, he would end up
9 dead. Furthermore, Angelo needed to act fast, Carmichael claimed, because there were only two
10 spots left at the Narconon program. Despite this claim, Angelo found that there were numerous
11 empty beds when he was admitted into the Narconon facility.

12 16. When Angelo entered the facility and started his detox, there were no doctors or nurses
13 supervising his detox. Instead, there was only a 19-year-old kid without any apparent medical
14 training who was supposed to monitor Angelo. Instead of supervising Angelo, he slept the
15 majority of the time.

16 17. After completing detox, Angelo began the Narconon program. Despite being told on the
17 phone before coming to Narconon that he would have his own room, Narconon housed Angelo in
18 a small, ten foot by ten foot room, with three other men.

19 18. Angelo was frightened when he saw that a number of fellow patients were displaying signs
20 of psychosis. Apparently, these patients suffered from serious mental illnesses like schizophrenia
21 and Narconon had taken them off of the medications that control their illnesses.

22 19. On one occasion, Angelo was physically attacked from behind by another student in front
23 of a Narconon counselor. The counselor did not even reprimand the other student for the attack.

24 ///

25 ///

1 **B. The Narconon Program**

2 20. The Narconon “Treatment” Program consists of two components: (1) course materials
3 consisting of eight books by L. Ron Hubbard; and (2) a sauna and vitamin program known as the
4 “New Life Detoxification Program.”

5 i. Course Materials

6 21. Narconon courses are self-taught by the patients and overseen by counselors. Narconon
7 students and Scientology practitioners perform these TRs in pairs known as twins. The counselors
8 have little to no training beyond the training they received from Narconon and/or the Church of
9 Scientology.

10 22. Narconon had Angelo study eight course books written by L. Ron Hubbard, often for
11 twelve hours per day. The books or “technology” require patients to undergo numerous Training
12 Routines (TRs) that Narconon asserts teach patients valuable lessons. Angelo was required to
13 spend several hours each day performing TRs with his twin.

14 23. L. Ron Hubbard created TRs to teach Scientologists communication skills. Narconon
15 claims that the courses were designed to rehabilitate persons from drug addiction.

16 24. The TRs that Narconon patients perform for hours on end have no apparent connection to
17 treatment of drug and alcohol addiction. For example, TR 3 from Book 1 of the Narconon
18 program, is used to teach students about the “Cycle of Communication.” The “Cycle of
19 Communication” is a concept found early on in “Scientology: The Fundamentals of Thought,” the
20 book Narconon credits as being the inspiration for its program. Book 1 defines a “cycle of
21 communication” as a “communication action that proceeds through all of its points from a
22 beginning to a conclusion.”

23 25. To execute TR 3, one student or “twin” asks the other twin either: (a) “Do birds fly?” or
24 (b) “Do Fish Swim?” The other twin must answer the question. The supervisor or coach attempts
25 to disrupt the communication between the twins. TR 3, like other TRs, goes on for hours.

1 26. In TR 8 of Book 1 of the Narconon program, titled “Intention Without Reservation,” a
2 student and a coach sit in chairs facing another chair. The chair the student and coach are facing
3 has an ashtray on the seat. The coach is then, according to the book, supposed to instruct the
4 student as follows: “First, locate the space which includes himself and the ashtray but not more
5 than that much. Second, have him locate the object in that space. Third, have him [the student]
6 command the object [the ashtray] in the loudest possible voice he can muster. This is called
7 shouting.”

8 27. The Narconon study technology teaches students about many foundational concepts or
9 doctrines of Scientology. For example, the study technology teaches students in detail about
10 Operating Thetans, the Eight Dynamics, the Conditions of Existence, Overts and Withholds, the
11 Cycle of Action, the importance of “clearing” words, the use of “conditions formulas,” and
12 Potential Trouble Sources. In addition, Narconon has students undergoing a form of auditing.

13 28. “L. Ron Hubbard” is prominently displayed in large type on the front of each book. But in
14 every picture showing the books or study technology on the Narconon Fresh Start website,
15 www.sunshinesummitlodge.com, the author’s name is unable to be seen.

16 29. According to “Scientology: Fundamentals of Thought,” a thetan is a spirit that normally
17 resides in a person’s skull or near the body. See id. at 65. The optimal place for a thetan to reside
18 is near a body knowingly controlling the body. Id.

19 30. Book 6 of the study technology teaches students about the Eight Dynamics of Existence or
20 the “Eight Dynamics.” Book 6 defines the Eight Dynamics as the “eight urges (drives, impulses)
21 in life.” “Scientology: Fundamentals of Thought” explains at page 40 that “[t]he eight dynamics
22 are used in Scientology communication and should be perfectly learned as part of the language of
23 Scientology.” Similarly, Book 6 of the Narconon program explains that the First Dynamic is the
24 individual plus his immediate possessions, the Second Dynamic is creativity and sex, the Third
25 Dynamic is group survival, the Fourth Dynamic is the species of mankind, the Fifth Dynamic is

1 Life Forms, the Sixth Dynamic is MEST (matter, energy, space, and time) or the physical
2 universe, the Seventh Dynamic is the urge to survive as spiritual beings or the urge for life itself to
3 survive, and the Eighth Dynamic is the urge toward existence as Infinity.

4 31. The Narconon program has students demonstrate their understanding of each Dynamic by
5 instructing the students to create clay sculptures depicting each Dynamic.

6 32. In Book 7 of the study technology, the Narconon program further teaches Scientology's
7 philosophy of how life and people operate through its explanation of the "Conditions of
8 Existence." Page 78 of Book 7 explains that the conditions, from highest to lowest, are: power,
9 power change, affluence, normal operation, emergency, danger, non-existence, liability, doubt,
10 enemy, treason, and confusion. Narconon students are taught that by applying the correct
11 formulas they will improve on each of the Conditions of Existence.

12 33. Book 7 of the Narconon program, for example, defines the "Condition of Treason" as
13 "betrayal after trust." The formula for the "Condition of Treason" is to "Find out *that* you are."
14 (emphasis in original). The "Condition of Enemy" is defined as "[w]hen a person is an avowed
15 and knowing enemy of an individual, a group, project or organization" The formula for the
16 "Condition of Enemy" is to "Find out who you really are."

17 34. Narconon has students create clay sculptures and demo kits to demonstrate their
18 understanding of the Conditions of Existence and applying formulas to those conditions. Such
19 activities have no connection to treating substance abuse and constitute having students study the
20 Scientology religion.

21 35. Narconon teaches about, and has students employ, the Scientology concepts of "Overts and
22 Withholds." Scientology and Narconon teach that an "overt" is a harmful act against the mores of
23 the group. An overt does the least good for the least number of the Eight Dynamics, or does the
24 most harm to the greatest number of the Eight Dynamics. A "withhold" occurs where someone
25 commits an "overt" and then does not talk about that overt with the group. Scientology and

1 Narconon teach that where a person commits an overt against the group and then withholds, that
2 person begins to withdraw from the group.

3 36. To protect against the supposed harm caused by withholds, Narconon has students write
4 out all the bad things they have done as “overts and withholds.” Narconon has students write out
5 their transgressions in great detail according to an “Overt/Withhold Write-Up Format.” Narconon
6 directs students to provide a detailed narrative of the event including the exact time and place it
7 occurred and the names of individuals affected. Narconon then has students provide the write-ups
8 to Narconon staff.

9 37. The Overt/Withhold Write-Up Procedure serves as a type of auditing. Auditing is one of
10 the most common rituals of a practicing Scientologist. In these write-ups, Narconon students
11 provide confidential details of the worst moments of their lives.

12 38. On information and belief, Narconon uses the Overt/Withhold Write-Up Procedure as
13 leverage to keep students compliant with the Narconon program for fear that their write-ups may
14 be disclosed.

15 39. Narconon and Scientology teach that “misunderstood words” are the root of all confusion
16 when studying a subject. To that end, Narconon and Scientology require students to spend hours
17 “clearing” or looking up words, often in Scientology or L. Ron Hubbard dictionaries. Many of
18 these “misunderstood” words students must clear are words invented by, or given special meaning
19 within, Scientology. Examples of such words include “doingness,” “enturbulate,” “thinkingness,”
20 “dope-off,” “misemotion,” “divertive,” “reelingness,” “not-know,” “randomities,” “livingness,”
21 “creatingness,” “as-ising,” and “actingness.”

22 40. Narconon staff members use this Scientology-specific language both when instructing
23 Narconon students, and in everyday conversation with students.

24 41. Each book in the Narconon program contains a 3-page “About the Author” section. This
25 section provides, in pertinent part:

1
2 L. Ron Hubbard's discoveries make it possible for drug users to
3 recover fully from their addiction. Narconon drug education and
4 rehabilitation centers around the world use his techniques
5 exclusively. For over thirty-five years, Narconon has been setting
6 the pace in the field of drug rehabilitation, with (per independent
7 studies) a 70 to 80 percent success rate in helping people to come off
8 drugs - and *stay* off them.

6 L. Ron Hubbard departed his body on 24 January 1986. His
7 breakthroughs in the field of drugs and their effects have given the
8 planet its first truly workable and successful method of drug
rehabilitation; and through his efforts, mankind has been provided
with *real* solutions to the problems of today's society. (emphases in
original).

9 ii. Sauna Program/New Life Detoxification Program

10 42. Angelo, like all patients at Narconon, was required to undergo the sauna program.

11 Narconon calls this program the "New Life Detoxication" program.

12 43. Narconon's "New Life Detoxification" program is identical to the Scientology ritual
13 known as "Purification Rundown," or the "Purif." The Purification Rundown is a required
14 component of Scientology training and is part of Scientology's "Bridge to Total Freedom." The
15 Bridge to Total Freedom is the path a practicing Scientologist moves up to attain the state of
16 "Clear." Attaining the state of Clear is often regarded as the highest goal for a Scientologist.

17 44. Narconon's rationale for the sauna program is that residue of many different types of drug
18 remain the body's fatty tissue long after use. The drug residue is released from the fatty tissue
19 from time-to-time into the bloodstream causing the individual to crave the drug, and, ultimately,
20 relapse. Narconon and Scientology assert that the sauna program flushes these residual drug
21 toxins out of the addict's system thereby reducing the cravings the residue causes.

22 45. Under the New Life Detoxification program, students first exercise vigorously before
23 entering the sauna each day. On entering the sauna, Narconon requires each student to ingest
24 increasing doses of Niacin and a "vitamin bomb." Narconon increased Angelo's dosages of
25 Niacin up to 5,000 mg/day – well beyond the recommended daily allowance.

1 46. Narconon requires students to spend six hours per day for five weeks in a sauna at
2 temperatures between 160 and 180 degrees Fahrenheit.

3 47. There are no medical personnel overseeing Narconon students undergoing the sauna
4 program. There is only a “sauna supervisor” who sits outside the sauna while the students are
5 inside. The sauna supervisor does not have any special training to deal with medical issues, but
6 serves primarily to police the students for compliance with the sauna regimen.

7 48. Narconon’s claims about the benefits of its sauna program, *i.e.*, Scientology’s Purification
8 Rundown, are false and do not withstand scientific scrutiny. Contrary to Narconon’s claims, there
9 is no scientific evidence that its sauna program flushes residual drug toxins out of students’ fatty
10 tissue. Nor is there any scientific evidence for Narconon’s premise underlying the sauna program:
11 That residual drug toxins stored in fatty tissue leak into the bloodstream and cause drug cravings.

12 49. Not only does Narconon’s New Life Detoxification fail to live up to Narconon’s claims
13 about its benefits, the sauna program is dangerous. By having students ingest extreme doses of
14 Niacin and other vitamins while sitting in extreme temperatures for hours, the sauna program
15 unnecessarily exposes students to serious health risks including severe dehydration.

16 50. In a prior lawsuit, Dr. Louis A. Casal, an expert **retained by** Narconon International and
17 Narconon of Northern Georgia in a wrongful death suit filed against those entities, testified at a
18 deposition. A true and complete copy of Dr. Casal’s deposition testimony is attached hereto as
19 **Exhibit B**. When asked under oath about Narconon’s sauna program, he testified that there is no
20 scientific basis for the notion that sweating in a sauna detoxifies a person’s body or treats
21 addiction:

22 Q. Have you looked at the Narconon literature on what Narconon contends the
23 benefits from the sauna are?

24 A. [Dr. Casal] Yes, I have.
25

1 Q. And the sauna program, what Narconon contends is that in – it in fact detoxifies
2 your body. True?

3 A. True.

4 Q. But there's no scientific basis that you can point to to support that contention, is
5 there, sir?

6 A. You're correct.

7 Q. So when Narconon states that the sauna program detoxifies its students, you're not
8 aware, as a medical doctor, of any scientific basis for that contention?

9 A. I agree.

10 Exhibit B, Deposition of Dr. Louis Casal, 136:21 – 137:9.

11 51. There is scientific consensus that, contrary to the premise of the New Life Detoxification
12 Program, recreational drugs are not stored in fatty tissues for years but leave the body within a few
13 days to a few weeks. Experts in medicine and toxicology have repeatedly concluded that sweating
14 does not expel drugs from the body.

15 52. Despite their own expert's admission that there is no scientific basis for the idea that
16 patients sweating in the New Life Detoxification Program treats addiction, Narconon continues to
17 represent to prospective patients, as they did to Angelo, that the New Life Detoxification has been
18 "scientifically and medically proven" as effective.

19 53. Furthermore, there is scientific consensus that niacin actually inhibits – rather than
20 promotes – fat breakdown and doctors routinely prescribe niacin to reduce the level of lipids in the
21 blood. High dosages of niacin are associated with side effects such as hyperglycemia, cardiac
22 arrhythmia, flushing, rashes, nausea, vomiting, abdominal pains, and liver failure.

23 54. Narconon is aware that students routinely become ill during the New Life Detoxification
24 program. Despite this awareness, Narconon failed to provide any on-site medical supervision of
25 Angelo or other patients who were undergoing the New Life Detoxification Program.

1 **C. Narconon's Fraudulent Business Practices**

2 55. As part of their scheme, Narconon makes a host of false and misleading claims in their
3 advertising, marketing materials, and on their websites. Narconon also makes these same false and
4 misleading claims when speaking with prospective patients and their families. When speaking
5 with the families of prospective patients, a common tactic Narconon uses is to emphasize that if
6 the family does not send their loved one to a Narconon program immediately, the loved one will
7 die.

8 56. Lucas Catton, former President of Narconon's flagship facility in Arrowhead, Oklahoma,
9 described the deceptive ways Narconon tricked patients' families into sending them to Narconon
10 in his book, "Have You Told All?: Inside My Time With Narconon and Scientology." Catton
11 explained that Narconon actually owns and operates many of the supposedly independent websites
12 and toll-free numbers that send patients to Narconon. The operators of these sites earn
13 commissions from Narconon for referring patients to Narconon. On some occasions, despite
14 operators representing themselves to be independent, they are physically located in Narconon
15 facilities.

16 57. On information and belief, the persons who referred Angelo to Narconon were under the
17 employ or control of Narconon and received commission from Narconon for the referral.

18 58. Narconon claims a success rate of 76% for all Narconon centers, including Narconon
19 Fresh Start d/b/a Sunshine Summit Lodge. Narconon has published no studies or other verifiable
20 evidence to support their claimed success rates.

21 59. Independent studies have shown that the Narconon program has very little success in
22 treating addiction, sometimes with a success rate below 7%. Dr. Casal, the medical expert
23 retained by Narconon International in another lawsuit, testified at his deposition that he was not
24 convinced Narconon's claimed success rate was true:

1 Q. Okay. What are you relying on – well, let me ask you this; do you believe that 76
2 percent success ratio is accurate?

3 A. [Dr. Casal]. Mr. Harris, I'll be honest with you, that's a big number.

4 Q. Yeah, it's – it's a real big number.

5 A. It's a big number.

6 Q. And it's completely inconsistent –

7 A. I – I hope it's true, but, I mean, I would need some convincing.

8 ...

9 Q. Okay. Do you have any idea where Narconon is getting the numbers that it's using?

10 A. You know, in the interest of time – I just didn't have enough time to delve deeper
11 into those studies, Mr. Harris. And I – I would be happy to, but, no, I don't have a clear
12 understanding of where that 70 – 70-something number came from, no, sir.

13 Exhibit B, Deposition of Dr. Louis Casal, 124:21 – 125:5; 126:1 – 7.

14 60. Narconon is well aware that there is no support for Narconon's claimed success rate, but
15 nonetheless advertised a 76% success rate to Angelo despite that awareness. For example, an
16 internal email from a Narconon employee regarding a response to a complaint specifically admits
17 that Defendants "do not have scientific evidence" for their claimed success rate. The email is
18 attached hereto as **Exhibit C**.

19 61. Narconon claims that the New Life Detoxification Program is scientifically and medically
20 proven to reduce cravings for drugs. As set forth above, there is no scientific support that the New
21 Life Detoxification system works as Narconon claims.

22 62. Narconon routinely lies, misrepresents, and conceals the Narconon program's connection
23 to the practice of Scientology and to the Church of Scientology. Defendant directs employees at
24 individual Narconon centers to deny any connection to the Church of Scientology even when
25 patients' family members specifically inquire about this point.

1 63. Defendant misrepresents to patients, their families, and the public at large that their written
2 course materials and the New Life Detoxification Program are courses and rituals in which
3 members of the Church of Scientology are required to participate. Defendant denies that Narconon
4 programs are intended to be the first step to converting people to Scientology, despite the fact that
5 their own documents indicate this is the case.

6 64. Narconon routinely represents that staff members at Narconon centers are certified and/or
7 trained in drug and alcohol addiction counseling. This is false. Narconon staff members receive
8 training only in Narconon course materials.

9 65. When speaking with prospective patients and their family members, Narconon staff falsely
10 claim that patients at Narconon receive extensive counseling and even extensive one-on-one
11 counseling for their addiction and its root causes. Patients at Narconon do not receive any
12 counseling or treatment for addiction, they only receive instruction in completing the L. Ron
13 Hubbard course materials.

14 66. Indeed, individual Narconon centers do not have any on-site medical professionals, such as
15 doctors or nurses. Most, if not all, Narconon staff members are “graduates” of the Narconon
16 program. Some of the staff members have only completed the Narconon program as patients
17 within the last few months. These staff members are now responsible for the care and supervision
18 of patients with serious substance abuse problems.

19 67. Most, if not all, Narconon staff members have no other qualification for working with
20 persons with substance abuse problems other than the fact that they completed the Narconon
21 program. Narconon staff members have no formal training in healthcare, such as nursing, or in
22 counseling.

23 **D. Connection to the Church of Scientology**

24 68. The Church of Scientology provides material support to Narconon. Such support comes in
25 the form of national and international paid advertisements.

1 69. On its website, www.scientology.org, the Church of Scientology identifies Narconon as a
2 program “sponsored by the Church of Scientology.” There are several pages on the Church of
3 Scientology’s website devoted to the Narconon program, its putative successes, its New Life
4 Detoxification Program, and Narconon’s activities around the world. On the bottom of each page
5 there is a link for readers to “Find a Church of Scientology.” Copies of the Narconon pages from
6 the Church of Scientology website are attached hereto as **Exhibit D**.

7 70. The Church of Scientology’s website also lists Narconon’s website as a “Related Site.”

8 71. Narconon pays a licensing fee to the Church of Scientology and the L. Ron Hubbard
9 library for the use of this “technology.”

10 72. Narconon documents indicate that the Narconon program is used to recruit patients into the
11 Church of Scientology. For example, a Narconon document titled the “Narconon Technical Line-
12 Up” provides a flow chart of a patient’s experience into and through the Narconon program. The
13 document shows that when a patient finishes the Narconon program, the patient is to be “route[d]
14 to the nearest Org for further services if the individual so desires.” “Org” is Scientology jargon for
15 an individual church providing services for the Church of Scientology. A copy of the “Narconon
16 Technical Line-Up” is attached hereto as **Exhibit E**.

17 73. On information and belief, the Church of Scientology and/or a related entity receive money
18 from the Narconon program apart from the fee received for licensing the Narconon course
19 materials.

20 74. Narconon and the Church of Scientology consider the Narconon program to be the “Bridge
21 to the Bridge.” That is, Narconon considers its program to be an initial step into getting on
22 Scientology’s “Bridge to Total Freedom,” the key spiritual journey that practitioners of the
23 Scientology religion undertake. See, e.g., “Narconon News, 1974, Volume 6, Issue 3: Narconon Is
24 The Bridge to The Bridge,” attached hereto as **Exhibit F**.

25

1 75. Since the early days of Narconon, Scientologists have considered Narconon to be an
2 example of Scientology in action. Scientologists claim that Narconon's "tech" is the world's only
3 solution to cure drug and alcohol addiction. Scientologists cite Narconon as a program based only
4 on the practices, philosophy, and tenets of Scientology.

5 76. Narconon has prominent members of the Church of Scientology, such as Kirstie Alley,
6 John Travolta, and Tom Cruise, promote the Narconon program.

7 77. Narconon proponents believe that strict adherence to the L. Ron Hubbard technology alone
8 will address the rehabilitation needs of persons suffering from addiction. Consequently, patients at
9 Narconon centers receive no counseling or drug education in drug and alcohol rehabilitation.
10 Instead, discussion of drugs and their effects, or the specifics of a patient's drug use, is actively
11 discouraged.

12 78. Narconon centers are forbidden from deviating from the L. Ron Hubbard "technology" in
13 their treatment of patients in the Narconon program. To wit, Narconon's training manual for
14 running a Narconon center instructs a Narconon director to rapidly correct any variation,
15 misapplication, or failure to use the technology and its techniques.

16 79. The Church of Scientology and/or its Religious Technology Center conduct regular
17 inspections of Narconon centers to ensure that the L. Ron Hubbard technology is being applied
18 correctly. Likewise, another Scientology-controlled entity, the Association for Better Living and
19 Education or "ABLE" and Narconon International take actions to ensure that individual Narconon
20 centers are being operated in accordance with the teachings of the Church of Scientology and that
21 the "tech" is being applied correctly.

22 **E. Harm to Plaintiff**

23 80. Despite Narconon's representations that Angelo would receive counseling, at no point did
24 Narconon staff ever speak to Angelo about the specifics of his life or his drug use and its causes.
25 In fact, no one at Narconon ever spoke to Angelo about his substance abuse at all.

1 81. Angelo received no education about substance abuse, its causes and effects, or methods to
2 deal with his addiction. Instead, Angelo received instruction only in Scientology.

3 82. Despite Narconon's assurances that Angelo's insurance would cover 50% of the program
4 fee, Angelo's wife discovered that Narconon never even sent the required papers to submit a claim
5 to their insurer. Consequently, Angelo was unable to receive any insurance reimbursement.

6 83. When Angelo contacted his family while he was at Narconon, staff members monitored
7 his phone calls. Staff members, hearing Angelo express concerns about Narconon, repeatedly told
8 him needed to keep his calls positive.

9 84. On January 22, 2014, Angelo left the Narconon program because, *inter alia*, he did not feel
10 safe, and Narconon staff were unfit to treat him.

11 85. Angelo requested that Narconon staff take him to a local hotel where a family member was
12 staying. Instead, Narconon insisted on dropping Angelo off at a local Wal-Mart so they could
13 avoid any confrontation with the angry family member. Finally, Narconon relented and dropped
14 Angelo off at the hotel.

15 **FIRST CAUSE OF ACTION**

16 **BREACH OF CONTRACT**

17 86. Plaintiff incorporates by reference, as if fully set forth herein, each and every allegation
18 set forth in the preceding paragraphs and further alleges as follows:

19 87. Narconon contracted with Angelo Amato to provide, in exchange for consideration,
20 secular, residential drug and alcohol treatment.

21 88. Defendant breached this contract by, *inter alia*: (i) failing to provide services constituting
22 drug and alcohol treatment; and (ii) providing Scientology in lieu of drug and alcohol treatment.

23 89. Defendant's breaches have caused Plaintiff to suffer damages in excess of \$75,000.00.

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SECOND CAUSE OF ACTION

FRAUD

90. Plaintiff incorporates by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

91. The following is a non-exhaustive list of false representations Narconon knowingly made to the Plaintiff: (i) that the Narconon Fresh Start program has a 76% success rate; (ii) that the Narconon program is secular and does not involve the study or practice of any religion; (iii) that Narconon is not in any way connected to the Church of Scientology; (iv) that Angelo would receive counseling related to substance abuse; (v) that Narconon’s sauna program, *i.e.*, the Purification Rundown, is safe and has been scientifically proven as effective; (vi) that Angelo would be under the supervision of doctors or nurses at all during times during his detox; (vii) that Narconon would assist Angelo in receiving a 50% insurance reimbursement for the Narconon program.

92. Dan Carmichael, a Narconon employee, made these statements to Angelo on or about December 19, 2013, to induce Angelo to admit himself to Narconon. Narconon also made these statements on their website, www.sunshinesummitlodge.com, and Carmichael directed Angelo to the site. Narconon staff made these same false representations to Angelo and his wife throughout his stay at Narconon.

93. Had Angelo known that any of the above representations Narconon made were false, he would not have admitted himself to Narconon.

94. As a proximate result of Defendant’s fraudulent conduct, Plaintiff has suffered mental anguish, including intense paranoia, and pecuniary damages in excess of \$75,000.00.

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THIRD CAUSE OF ACTION

NEGLIGENCE

95. Plaintiff incorporates by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further alleges as follows:

96. Defendant owed Plaintiff a duty to render substance abuse treatment to him in a manner that did not subject him to an unreasonable risk of harm. Defendant further had a duty of care to render reasonably safe and effective treatment to him.

97. Defendant breached these duties by: (i) instructing Angelo to sit in a sauna for 6 hours per day for five weeks while ingesting extreme dosages of Niacin and other vitamins; (ii) failing to staff the Narconon treatment facility, and particularly the sauna, with any qualified medical personnel; (iii) failing to provide duly qualified counselors to administer treatment; and (iv) providing Scientology in lieu of substance abuse treatment.

98. As a proximate result of Defendant's breaches of the above duties, Plaintiff has suffered mental anguish, including intense paranoia, and pecuniary injuries in excess of \$75,000.00.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable.

PRAYER FOR RELIEF

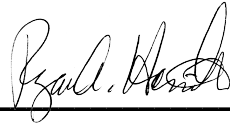
WHEREFORE, Plaintiff prays for the following relief:

- A. Judgment in favor of Plaintiff and against Defendant for damages in such amounts as may be proven at trial;
- B. Compensation for special and general damages;
- C. Reasonable attorney's fees and costs of suit;
- D. Interest at the statutory rate;
- E. Punitive or exemplary damages against Defendant;

1 F. All further relief, both legal and equitable, that the Court deems just and proper.

2 DATED this March 13, 2014.

3 Respectfully submitted,

4 By:  _____

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10 *Attorney for Plaintiff*

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