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12 **UNITED STATES DISTRICT COURT**

13 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

14 CHRISTY ESTRADA, a New Mexico Citizen;
15 and BRANDEN CHAVEZ, a New Mexico
16 Citizen,

17 Plaintiffs,

18 vs.

19 NARCONON FRESH START d/b/a
20 SUNSHINE SUMMIT LODGE; and DOES 1-
21 100, ROE Corporations I – X, inclusive,

22 Defendants.

Case No. '14CV0586 LAB KSC

COMPLAINT AND JURY DEMAND

23 Plaintiffs Christy Estrada and Branden Chavez (“Plaintiffs”) allege on information and
24 belief against Defendant, and DOES 1-100, ROE Corporations I – X, inclusive, the following:

25 **I.**

PARTIES

1. Plaintiffs Christy Estrada and Branden Chavez were, and at all relevant times to this
Complaint are, citizens of New Mexico.

1 2. Defendant Narconon Fresh Start (hereafter “Narconon”), is, and at all times relevant to this
2 Complaint was, a corporation incorporated under the laws of, and with its principal place of
3 business in, the State of California. Defendant has been at all relevant times transacting business in
4 Warner Springs, San Diego County, California. Fresh Start may served with process through its
5 registered agent, Mark Kirwin, 4480 Market St., Ste. 804, Ventura, CA 93003.

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

10 **II.**

11 **JURISDICTION AND VENUE**

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

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

17 **III.**

18 **FACTUAL ALLEGATIONS**

19 **A. Branden’s Entry Into The Narconon Program**

20 6. On or about June 5, 2012, Christy Estrada was searching the Internet for help in finding an
21 appropriate drug rehabilitation facility for her 19-year-old son, Branden Chavez, who was
22 struggling with heroin addiction. Christy found a website that purported to provide help in finding
23 an appropriate drug rehabilitation facility.

24
25

1 7. Christy input information about her situation into the website's prompts. Shortly thereafter
2 a representative named Ryan contacted her from the phone number 1-866-635-7437. Ryan
3 recommended that Christy send Branden to "Fresh Start" for treatment.

4 8. As part of his recommendation, Ryan represented that the Fresh Start program has between
5 a "70 to 80 percent success rate." Another Narconon representative, Josh Penn, joined the call and
6 also began pressuring Christy to send Branden to Narconon.

7 9. The two representatives continued to represent to Christy that Narconon has a success rate
8 of between 70 and 80 percent. Further, they represented that Narconon's sauna program had been
9 scientifically proven as effective in reducing and eliminating drug cravings. They also claimed that
10 Branden would receive extensive drug and addiction counseling from highly trained professionals.

11 10. They explained that the cost of the program was \$33,000.00 to be paid in full upfront.
12 When Christy expressed concern at the cost of the program, the representatives told her that she
13 could not put a price on her son's life. Besides, they said, if Branden did not get into the Narconon
14 program he may die and funerals are expensive, too.

15 11. The representatives directed Christy to the website for its facility in Warner Springs,
16 California, [www. sunshinesummitlodge.com](http://www.sunshinesummitlodge.com). This website also represented that Narconon has a
17 76% success rate and explained that Narconon's sauna program eliminates drug cravings.

18 12. The website describes the founding of the Narconon program as follows: "The Narconon
19 (meaning "no drugs") program was created by William Benitez in 1966. Mr. Benitez was inspired
20 by humanitarian and author L. Ron Hubbard's book, *The Fundamentals of Thought*."

21 13. To hide Narconon's origin in Scientology, Narconon misrepresented the title of the L. Ron
22 Hubbard book that inspired its creation. The actual title of the L. Ron Hubbard Book is
23 "Scientology: The Fundamentals of Thought, The Basic Book of the Theory and Practice of
24 Scientology for Beginners," (hereafter "Scientology: Fundamentals of Thought").
25

1 14. The website also contains a section titled “Overview of the Program.” In this section, the
2 website characterizes Narconon as a “secular program”: “Although the Narconon Fresh Start
3 program is secular (non-religious), program participants’ religious beliefs are respected, and
4 transportation is provided to their respective local churches on days of worship, when possible.”

5 15. Still unsure, Christy told the representatives she needed to think it over. Then, a short
6 while later the representatives called her again. They asked her to do them a favor and call three
7 people whose family members received treatment at Narconon. They provided her phone numbers.
8 After some coaxing, Christy agreed. Sure enough, she called one of the numbers and a woman
9 claimed that Narconon was the best thing that Christy could do to help her son.

10 16. The representatives, Ryan and Josh Penn, called Christy yet again. They repeatedly
11 stressed that it was urgent to get Branden to Narconon today. Christy finally relented and agreed to
12 send Branden to Narconon.

13 17. Because Christy did not have the full \$33,000.00 she begged family members to loan her
14 funds to pay the program fee.

15 18. Branden knew he needed help with his addiction. Despite his willingness to enter
16 treatment, Narconon insisted that Christy employ one of Narconon’s recommended professional
17 interventionists to ensure Branden would enter the Narconon program. The interventionist cost
18 Christy an additional \$1,000.00.

19 19. When the interventionist arrived to take Branden to Narconon, Branden was ready and
20 willing to get help.

21 20. The interventionist arranged for Christy and Branden to meet with a Narconon employee
22 named Bernie. At that point Christy had only been able to raise \$23,000.00 for Branden’s
23 treatment. Narconon instructed Christy to give Bernie \$23,000 in actual, hard cash on meeting him
24 to secure Branden’s spot at the Narconon facility.

25

1 21. Narconon had Christy deposit the outstanding \$10,000.00 in its bank account three days
2 later.

3 22. Narconon sent Christy a contract to sign, a copy of which is attached as **Exhibit A**.

4 23. Branden then entered the Narconon program. Immediately, Bernie told Branden that he
5 would be refused treatment unless he signed a statement that he would not sue Narconon for
6 anything that happens in the facility. Narconon staff pressured Branden to sign this statement
7 while he was going through withdrawal from heroin.

8 24. After considering, *inter alia*, that his Mother had already paid a supposedly non-refundable
9 fee of \$33,000.00 for the treatment, Branden finally gave in to staff members' pressure and signed
10 the statement.

11 25. Narconon did not provide Branden or Christy with a copy of this statement. In any case,
12 any statement Branden signed at Narconon purporting to compromise his legal rights against
13 Narconon or anyone else is void, *inter alia*, for duress. Moreover, any such statement was not part
14 of the bargained-for-exchange that gave rise to the contract between Christy and Narconon.

15 **B. The Narconon Program**

16 26. The Narconon "Treatment" Program consists of two components: (1) course materials
17 consisting of eight books by L. Ron Hubbard; and (2) a sauna and vitamin program known as the
18 "New Life Detoxification Program."

19 i. Course Materials

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

24 28. Narconon had Branden study eight course books written by L. Ron Hubbard, often for
25 twelve hours per day. The books or "technology" require patients to undergo numerous Training

1 Routines (TRs) that Narconon asserts teach patients valuable lessons. Branden was required to
2 spend several hours each day performing TRs with his twin.

3 29. L. Ron Hubbard created TRs to teach Scientologists communication skills. Narconon
4 claims that the courses were designed to rehabilitate persons from drug addiction.

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

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

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

22 33. The Narconon study technology teaches students about many foundational concepts or
23 doctrines of Scientology. For example, the study technology teaches students in detail about
24 Operating Thetans, the Eight Dynamics, the Conditions of Existence, Overts and Withholds, the
25

1 Cycle of Action, the importance of “clearing” words, the use of “conditions formulas,” and
2 Potential Trouble Sources. In addition, Narconon has students undergoing a form of auditing.

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

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

9 36. Book 6 of the study technology teaches students about the Eight Dynamics of Existence or
10 the “Eight Dynamics.” Book 6 defines the Eight Dynamics as the “eight urges (drives, impulses)
11 in life.” “Scientology: Fundamentals of Thought” explains at page 40 that “[t]he eight dynamics
12 are used in Scientology communication and should be perfectly learned as part of the language of
13 Scientology.” Similarly, Book 6 of the Narconon program explains that the First Dynamic is the
14 individual plus his immediate possessions, the Second Dynamic is creativity and sex, the Third
15 Dynamic is group survival, the Fourth Dynamic is the species of mankind, the Fifth Dynamic is
16 Life Forms, the Sixth Dynamic is MEST (matter, energy, space, and time) or the physical
17 universe, the Seventh Dynamic is the urge to survive as spiritual beings or the urge for life itself to
18 survive, and the Eighth Dynamic is the urge toward existence as Infinity.

19 37. The Narconon program has students demonstrate their understanding of each Dynamic by
20 instructing the students to create clay sculptures depicting each Dynamic.

21 38. In Book 7 of the study technology, the Narconon program further teaches Scientology’s
22 philosophy of how life and people operate through its explanation of the “Conditions of
23 Existence.” Page 78 of Book 7 explains that the conditions, from highest to lowest, are: power,
24 power change, affluence, normal operation, emergency, danger, non-existence, liability, doubt,
25

1 enemy, treason, and confusion. Narconon students are taught that by applying the correct
2 formulas they will improve on each of the Conditions of Existence.

3 39. Book 7 of the Narconon program, for example, defines the “Condition of Treason” as
4 “betrayal after trust.” The formula for the “Condition of Treason” is to “Find out *that* you are.”
5 (emphasis in original). The “Condition of Enemy” is defined as “[w]hen a person is an avowed
6 and knowing enemy of an individual, a group, project or organization” The formula for the
7 “Condition of Enemy” is to “Find out who you really are.”

8 40. Narconon has students create clay sculptures and demo kits to demonstrate their
9 understanding of the Conditions of Existence and applying formulas to those conditions. Such
10 activities have no connection to treating substance abuse and constitute having students study the
11 Scientology religion.

12 41. Narconon teaches about, and has students employ, the Scientology concepts of “Overts and
13 Withholds.” Scientology and Narconon teach that an “overt” is a harmful act against the mores of
14 the group. An overt does the least good for the least number of the Eight Dynamics, or does the
15 most harm to the greatest number of the Eight Dynamics. A “withhold” occurs where someone
16 commits an “overt” and then does not talk about that overt with the group. Scientology and
17 Narconon teach that where a person commits an overt against the group and then withholds, that
18 person begins to withdraw from the group.

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

25

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

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

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

14 46. Narconon staff members use this Scientology-specific language both when instructing
15 Narconon students, and in everyday conversation with students.

16 47. Each book in the Narconon program contains a 3-page “About the Author” section. This
17 section provides, in pertinent part:

18
19 L. Ron Hubbard’s discoveries make it possible for drug users to
20 recover fully from their addiction. Narconon drug education and
21 rehabilitation centers around the world use his techniques
22 exclusively. For over thirty-five years, Narconon has been setting
the pace in the field of drug rehabilitation, with (per independent
studies) a 70 to 80 percent success rate in helping people to come off
drugs - and *stay* off them.

23
24 L. Ron Hubbard departed his body on 24 January 1986. His
25 breakthroughs in the field of drugs and their effects have given the
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).

1 ii. Sauna Program/New Life Detoxification Program

2 48. Branden, like all patients at Narconon, was required to undergo the sauna program.
3 Narconon calls this program the “New Life Detoxication” program.

4 49. Narconon’s “New Life Detoxification” program is identical to the Scientology ritual
5 known as “Purification Rundown,” or the “Purif.” The Purification Rundown is a required
6 component of Scientology training and is part of Scientology’s “Bridge to Total Freedom.” The
7 Bridge to Total Freedom is the path a practicing Scientologist moves up to attain the state of
8 “Clear.” Attaining the state of Clear is often regarded as the highest goal for a Scientologist.

9 50. Narconon’s rationale for the sauna program is that residue of many different types of drug
10 remain the body’s fatty tissue long after use. The drug residue is released from the fatty tissue
11 from time-to-time into the bloodstream causing the individual to crave the drug, and, ultimately,
12 relapse. Narconon and Scientology assert that the sauna program flushes these residual drug
13 toxins out of the addict’s system thereby reducing the cravings the residue causes.

14 51. Under the New Life Detoxification program, students first exercise vigorously before
15 entering the sauna each day. On entering the sauna, Narconon requires each student to ingest
16 increasing doses of Niacin and a “vitamin bomb.” Narconon increased Branden’s dosages of
17 Niacin well beyond the recommended daily allowance.

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

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

24 54. Narconon’s claims about the benefits of its sauna program, *i.e.*, Scientology’s Purification
25 Rundown, are false and do not withstand scientific scrutiny. Contrary to Narconon’s claims, there

1 is no scientific evidence that its sauna program flushes residual drug toxins out of students' fatty
2 tissue. Nor is there any scientific evidence for Narconon's premise underlying the sauna program:
3 That residual drug toxins stored in fatty tissue leak into the bloodstream and cause drug cravings.

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

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

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

16 A. [Dr. Casal] Yes, I have.

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

19 A. True.

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

22 A. You're correct.

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

25 A. I agree.

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

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

6 58. Despite their own expert's admission that there is no scientific basis for the idea that
7 patients sweating in the New Life Detoxification Program treats addiction, Narconon continues to
8 represent to prospective patients, as they did to Christy and Branden, that the New Life
9 Detoxification has been "scientifically and medically proven" as effective.

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

14 60. Narconon is aware that students routinely become ill during the New Life Detoxification
15 program. Despite this awareness, Narconon failed to provide any on-site medical supervision of
16 Branden or other patients who were undergoing the New Life Detoxification Program.

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

18 61. As part of their scheme, Narconon makes a host of false and misleading claims in their
19 advertising, marketing materials, and on their websites. Narconon also makes these same false and
20 misleading claims when speaking with prospective patients and their families. When speaking
21 with the families of prospective patients, a common tactic Narconon uses is to emphasize that if
22 the family does not send their loved one to a Narconon program immediately, the loved one will
23 die.

24 62. Lucas Catton, former President of Narconon's flagship facility in Arrowhead, Oklahoma,
25 described the deceptive ways Narconon tricked patients' families into sending them to Narconon

1 in his book, "Have You Told All?: Inside My Time With Narconon and Scientology." Catton
2 explained that Narconon actually owns and operates many of the supposedly independent websites
3 and toll-free numbers that send patients to Narconon. The operators of these sites earn
4 commissions from Narconon for referring patients to Narconon. On some occasions, despite
5 operators representing themselves to be independent, they are physically located in Narconon
6 facilities.

7 63. On information and belief, the persons who referred Brandento Narconon were under the
8 employ or control of Narconon and received commission from Narconon for the referral.

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

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

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

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

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

20 A. It's a big number.

21 Q. And it's completely inconsistent –

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

23 ...

24 Q. Okay. Do you have any idea where Narconon is getting the numbers that it's using?
25

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

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

5 66. Narconon is well aware that there is no support for Narconon's claimed success rate, but
6 nonetheless advertised a 76% success rate to Branden despite that awareness. For example, an
7 internal email from a Narconon employee regarding a response to a complaint specifically admits
8 that Defendants "do not have scientific evidence" for their claimed success rate. The email is
9 attached hereto as **Exhibit C**.

10 67. Narconon claims that the New Life Detoxification Program is scientifically and medically
11 proven to reduce cravings for drugs. As set forth above, there is no scientific support that the New
12 Life Detoxification system works as Narconon claims.

13 68. Narconon routinely lies, misrepresents, and conceals the Narconon program's connection
14 to the practice of Scientology and to the Church of Scientology. Defendant directs employees at
15 individual Narconon centers to deny any connection to the Church of Scientology even when
16 patients' family members specifically inquire about this point.

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

22 70. Narconon routinely represents that staff members at Narconon centers are certified and/or
23 trained in drug and alcohol addiction counseling. This is false. Narconon staff members receive
24 training only in Narconon course materials.

25

1 71. When speaking with prospective patients and their family members, Narconon staff falsely
2 claim that patients at Narconon receive extensive counseling and even extensive one-on-one
3 counseling for their addiction and its root causes. Patients at Narconon do not receive any
4 counseling or treatment for addiction, they only receive instruction in completing the L. Ron
5 Hubbard course materials.

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

11 73. Most, if not all, Narconon staff members have no other qualification for working with
12 persons with substance abuse problems other than the fact that they completed the Narconon
13 program. Narconon staff members have no formal training in healthcare, such as nursing, or in
14 counseling.

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

16 74. The Church of Scientology provides material support to Narconon. Such support comes in
17 the form of national and international paid advertisements.

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

24 76. The Church of Scientology’s website also lists Narconon’s website as a “Related Site.”
25

1 77. Narconon pays a licensing fee to the Church of Scientology and the L. Ron Hubbard
2 library for the use of this “technology.”

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

10 79. On information and belief, the Church of Scientology and/or a related entity receive money
11 from the Narconon program apart from the fee received for licensing the Narconon course
12 materials.

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

18 81. Since the early days of Narconon, Scientologists have considered Narconon to be an
19 example of Scientology in action. Scientologists claim that Narconon’s “tech” is the world’s only
20 solution to cure drug and alcohol addiction. Scientologists cite Narconon as a program based only
21 on the practices, philosophy, and tenets of Scientology.

22 82. Narconon has prominent members of the Church of Scientology, such as Kirstie Alley,
23 John Travolta, and Tom Cruise, promote the Narconon program.

24 83. Narconon proponents believe that strict adherence to the L. Ron Hubbard technology alone
25 will address the rehabilitation needs of persons suffering from addiction. Consequently, patients at

1 Narconon centers receive no counseling or drug education in drug and alcohol rehabilitation.
2 Instead, discussion of drugs and their effects, or the specifics of a patient's drug use, is actively
3 discouraged.

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

8 85. The Church of Scientology and/or its Religious Technology Center conduct regular
9 inspections of Narconon centers to ensure that the L. Ron Hubbard technology is being applied
10 correctly. Likewise, another Scientology-controlled entity, the Association for Better Living and
11 Education or "ABLE" and Narconon International take actions to ensure that individual Narconon
12 centers are being operated in accordance with the teachings of the Church of Scientology and that
13 the "tech" is being applied correctly.

14 **E. Harm to Plaintiff**

15 86. Despite Narconon's representations that Branden would receive counseling, at no point did
16 Narconon staff ever speak to Branden about the specifics of his life or his drug use and its causes.
17 In fact, no one at Narconon ever spoke to Branden about his substance abuse at all.

18 87. Branden received no education about substance abuse, its causes and effects, or methods to
19 deal with his addiction. Instead, Branden received instruction only in Scientology.

20 88. Narconon repeatedly lied to Branden that his family had not called him, when in fact they
21 had been calling Branden every day worried. Narconon staff repeatedly told Branden, in response
22 to his questions about phone calls, that his family did not want to speak to him and did not care
23 about him.

24 89. Finally, Branden saw that his Mother had, indeed, called him on a call-log sheet and
25 caught a staff member in a lie. Branden then finally was able to speak with his family.

1 90. Before calling his family from Narconon, staff members warned Branden not to say
2 anything about Scientology or L. Ron Hubbard. Further, staff members monitored his phone calls
3 by sitting right next to him during his conversations.

4 91. Branden's aunt and uncle came to visit him during his stay at Narconon. Narconon staff
5 were extremely reluctant to allow Branden to leave the Narconon facility with his family
6 members. Branden's aunt and uncle were horrified by the filthy housing conditions at Narconon.

7 92. Narconon sales representatives told Christy that Branden would be receive treatment in a
8 beautiful, state -of-the art facility. Instead, Branden and other patients were housed in a filthy,
9 converted barn. Patients were underfed and required to share hygiene products like soap with one
10 another.

11 93. During Branden's visit with his aunt and uncle on or about July 29, 2012, Branden asked
12 his family members what they knew about the Scientology religion. They replied that they did not
13 know much about it, but asked Branden why he was curious.

14 94. Branden explained that he believed he was being pressured to practice and believe in
15 Scientology at Narconon. He explained to his aunt and uncle the bizarre TRs he was being made to
16 perform and what his so-called "treatment" entailed. He then pleaded for his aunt and uncle to take
17 him out of the Narconon program.

18 95. Branden's aunt and uncle removed him from Narconon. Branden did not want to return
19 even to collect his clothes and other belongings at the facility.

20 **FIRST CAUSE OF ACTION**

21 **BREACH OF CONTRACT**

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

24 97. Narconon contracted with Christy to provide, in exchange for substantial consideration,
25 secular, residential drug and alcohol treatment.

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

3 99. Defendant's breaches have caused Plaintiffs to suffer damages in excess of \$75,000.00.
4 Such damages include the fact that Plaintiffs were required to pay an actual rehabilitation facility
5 for services that Narconon promised to perform but did not deliver.

6 **SECOND CAUSE OF ACTION**

7 **FRAUD**

8 100. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set
9 forth in the preceding paragraphs and further alleges as follows:

10 101. The following is a non-exhaustive list of false representations Narconon knowingly made
11 to the Plaintiffs: (i) that the Narconon Fresh Start program has a 76% success rate; (ii) that the
12 Narconon program is secular and does not involve the study or practice of any religion; (iii) that
13 Narconon is not in any way connected to the Church of Scientology; (iv) that Branden would
14 receive counseling related to substance abuse; (v) that Narconon's sauna program, *i.e.*, the
15 Purification Rundown, is safe and has been scientifically proven as effective; (vi) that Branden
16 would be under the supervision of counselors qualified to render drug and substance counseling.

17 102. Narconon sales representatives Josh Penn and "Ryan" made these statements to Christy on
18 or about June 6, 2012, to induce her to admit Branden to Narconon. Narconon also made these
19 statements on their website, www.sunshinesummitlodge.com, and sales representatives directed
20 Christy to the site. Narconon staff made these same false representations to Branden and Christy
21 throughout his stay at Narconon.

22 103. Had Christy known that any of the above representations Narconon made were false, she
23 would not have admitted Branden to Narconon.

24 104. As a proximate result of Defendant's fraudulent conduct, Plaintiffs have suffered mental
25 anguish, including intense paranoia, and pecuniary damages in excess of \$75,000.00.

1 **THIRD CAUSE OF ACTION**

2 **NEGLIGENCE**

3 105. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set
4 forth in the preceding paragraphs and further alleges as follows:

5 106. Defendant owed Plaintiffs a duty to render substance abuse treatment to him in a manner
6 that did not subject him to an unreasonable risk of harm. Defendants further had a duty of care to
7 render reasonably safe and effective treatment to him.

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

13 108. As a proximate result of Defendant's breaches of the above duties, Plaintiffs have suffered
14 mental anguish, including intense paranoia, and pecuniary injuries in excess of \$75,000.00.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs demand a jury trial on all issues triable.

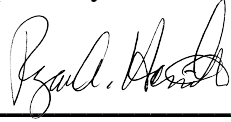
17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs pray for the following relief:

- 19 A. Judgment in favor of Plaintiffs and against Defendant for damages in such amounts as may
20 be proven at trial;
- 21 B. Compensation for special and general damages;
- 22 C. Reasonable attorney's fees and costs of suit;
- 23 D. Interest at the statutory rate;
- 24 E. Punitive or exemplary damages against Defendant;
- 25 F. All further relief, both legal and equitable, that the Court deems just and proper.

1 DATED this March 13, 2014.

2 Respectfully submitted,

3 By: 
4 _____

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