

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

Adonis Mendoza and Pablo Mendoza,

CASE NO.: 09-18323 CA 25

Plaintiffs,

v.

301
ISS-1
Rqpt#

Narconon Southern California, Inc. and
American Express Company,

Defendants.

COMPLAINT

The Plaintiffs Adonis Mendoza and Pablo Mendoza sue the Defendant Narconon Southern California, Inc., and the Plaintiff Adonis Mendoza sues the Defendant American Express Company, and say as follows:

1. This is an action at law within the jurisdiction of this Court as a matter in controversy which exceeds the sum of \$15,000, exclusive of interest, attorney's fees, if any, and costs.
2. The Plaintiffs Adonis Mendoza and Pablo Mendoza are individuals, *sui juris* and residents of Miami-Dade County, Florida.
3. The Defendants Narconon Southern California, Inc. (hereinafter "Narconon") is a foreign corporation doing business in the State of Florida.
4. The Defendant American Express Company (hereinafter "American Express") is a foreign corporation doing business in the State of Florida and American Express has agents or other representatives in Miami-Dade County.

5. The Court has jurisdiction over the Defendant American Express pursuant to Florida Statute §§ 48.193(1)(a), (f)(1).(2.), (g), (2) and/or by voluntary submission.

6. The Court has jurisdiction over the Defendant Narconon pursuant to Florida Statute §§ 48.193(1)(a), (f)(1.), (2) and/or by voluntary submission.

Statement of Facts

7. In September, 2008 the Plaintiff Adonis Mendoza was concerned for the health of his brother the Plaintiff Pablo Mendoza who was suffering from cocaine addiction. On-line he found Narconon located in Newport Beach, California. Narconon represented to Adonis Mendoza that his brother would have to fly out to California because allegedly there was no facility in Florida, when in fact there is a facility in Clearwater, Florida. Through pressure, scare tactics, and guilt, for example, "Your brother will die without our help," on September 16, 2008 Narconon obtained Adonis Mendoza's American Express credit card information over the telephone without advising the payment was nonrefundable. Adonis Mendoza never signed a credit card receipt with American Express. Narconon overnighted the Narconon contract but Adonis Mendoza never signed a Narconon contract. A signed contract would have rendered the payment nonrefundable. The unsigned contract is attached as Exhibit "A." It was never revealed that Narconon is a scientology facility. Pablo Mendoza is a Catholic.

8. On or about September 16, 2008 Narconon charged on American Express credit card holder Adonis Mendoza's credit card \$29,000 for "medical service" ostensibly for the Plaintiff Pablo Mendoza.

9. Pablo Mendoza attended Narconon from September 17, 2008 through September 20, 2008.

10. Pablo Mendoza experienced horrendous and outlandish mistreatment and abuse at Narconon. When Pablo Mendoza arrived at the facility on Wednesday, September 17, 2008 he noticed the condition of the facility to be filthy (dirty walls, dirty rugs and an unbearable odor and it was smoked filled). Pablo Mendoza was a nonsmoker so the smoke made him very uncomfortable. Further the facility was “freezing,” about 60 degrees in temperature. He immediately wanted to leave and go back home to Miami but the facility representatives refused his request to call his family to complain and request that he come back home. He was prohibited from using the telephone. Cell phones were prohibited. He was given some pills and was instructed to sign in. The pills made him ill. He threw up, had stomach aches and diarrhea. He asked not to take the pills any more. The facility said he was obligated to ingest these pills, 4 times per day. The facility refused to allow him to talk to anyone for the entire 3½ days he was at the facility and required he sit on a ripped up and broken couch for over 3 hours which was mostly what he did for the 3 ½ days that he was at the facility: sit on a couch. After sitting on the ripped up broken couch for over 3 hours, the facility took him for a walk and then he was subjected to “an assist,” a massage where the masseur, a male instructor (Pablo Mendoza is married with children) rubbed his crotch on his hand and then Pablo Mendoza tucked his hands in. That was sexual abuse. It was intolerable and unacceptable. Then Pablo Mendoza had dinner. He could not eat the food as it was disgusting. Next it was bedtime. Every hour the facility interrupted his sleep and he was deprived of sleep for the entire 3

nights he slept there on a bed that was damaged, sagging and warped and the bed reaked.

11. The next morning after breakfast Pablo Mendoza sat on the couch and after 3 hours the facility took him for a walk and then sat him back down. The third and final day, the facility told Pablo Mendoza to clean their kitchen. He cleaned their kitchen, pots, pans and dishes and utensils and the facility then told him to clean their bathroom. Pablo Mendoza refused because he realized they were discriminating against him on the basis of race as he was the only Hispanic student who was the only student required to clean the kitchen and toilet. Pablo Mendoza is a construction worker and security guard by trade. Then they sat Pablo Mendoza down with another student with the teacher present. The student opened his legs and said, "I am gonna pull my dick out, I am gonna jerk off and I'm gonna put the cum in your face." Pablo Mendoza looked over at the teacher and said "I am not used to disrespect like this where I come from." The teacher approved this conduct of the student. Pablo Mendoza told the student he would throw him off the balcony. Pablo Mendoza is a Proud Hispanic Cuban and this violated his cultural norms. Pablo Mendoza went downstairs and told another representative what had happened upstairs and the representative said he wanted to transfer Pablo Mendoza to another facility. They got into an argument that Pablo Mendoza wanted to leave and go back home and he no longer trusted these people to send him to a better facility. He called his brother Adonis Mendoza and told him he wanted to go home. The program had 10 courses and 10 books. Pablo Mendoza attended 1% of one program "the cum in your face" experience and received no books.

12. On September 20, 2008 the representative drove Pablo Mendoza to the wrong airport and he eventually made his way home. The facility programs that Pablo Mendoza did not participate in, because of the abuse he received include: “Narconon Therapeutic TRS” course, “New Life Detox Procedure,” “Phase 2-Learning Improvement” course using the concept of “clear” a widely known and primary scientology technique, “Common Perceptions” course, “Ups and Downs in Life” course, “Personal Value and Integrity” course, “Changing Conditions in Life” course, “Way to Happiness” course, and “Final Program Review”

13. Narconon violated American Express’ policy to require a credit card receipt be signed by the cardholder or an in-person delivery of the credit card to be charged. The credit card charge was both dubious and excessive and a credit/refund is due.

14. All conditions precedent, if any, to bringing or maintaining this complaint have been met, have occurred, have been performed or have been waived.

Count I
Intentional Infliction of Emotional Distress
Pablo Mendoza v. Narconon

15. The allegations common to all counts above are hereby incorporated herein by this reference. further would show as follows:

16. The Defendant Narconon's actions were extreme and outrageous beyond all bounds of decency so as to be deemed utterly intolerable in a civilized community and the Defendant Narconon intentionally or recklessly caused the Plaintiff Pablo Mendoza to suffer severe emotional distress. The recitation of the Defendant’s actions will arouse resentment in an average member of the community and cause him to exclaim “outrageous.”

WHEREFORE, the Plaintiff Pablo Mendoza demands judgment for damages against Narconon.

Count II
Violation of Florida's Deceptive and Unfair Trade Practices Act
Adonis and Pablo Mendoza v. Narconon

17. The allegations common to all counts above are hereby incorporated herein by this reference. further would show as follows:

18. At all times material the Plaintiffs Adonis Mendoza and Pablo Mendoza were "consumers" as defined in the Florida Statutes, Title XXXIII Regulation of Trade, Commerce, Investments, and Solicitations, Chapter 501 Consumer Protection Part II, the Florida Deceptive and Unfair Trade Practices (Act) (hereinafter "the Act") (§§ 501.201-501.213), § 501.203 (7), as "individuals."

19. At all times material the Plaintiffs Adonis Mendoza and Pablo Mendoza were "interested parties or persons" as defined in the Act, § 501.203 (6), as persons affected by a violation of the Act.

20. At all times material Narconon engaged in "trade or commerce," as defined in the Act, § 501.203(8), by advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated, including the conduct of any trade or commerce, however denominated. At all times material Narconon offered a service, a "medical service" for the treatment of drug abuse.

21. At all times material, Narconon engaged in the aforesaid trade or commerce with a "thing of value" as defined in the Act, § 501.203(9) to include, without

limitation, moneys, certificate, benefit, credential, interest, or professional opportunity which includes to wit: the \$29,000.00 in funds received, in exchange for the medical service.”

22. At all times material Narconon violated the Act § 501.204(1) and (2) by engaging in unconscionable acts or practices, and/or unfair or deceptive acts or practices in the conduct of any trade or commerce.

23. At all times material Adonis Mendoza and Pablo Mendoza were misled as consumers and they were aggrieved by Narconon’s violations of the Act.

24. At all times material Adonis Mendoza and Pablo Mendoza acted reasonably in the circumstances.

25. At all times material the aforementioned conduct, material misrepresentations and material omissions were unconscionable, unfair, deceptive, and likely to cause injury to a reasonable relying consumer.

26. At all times material, the aforesaid conduct, material misrepresentations and material nondisclosures were likely to mislead consumers.

27. The Plaintiffs Adonis Mendoza and Pablo Mendoza have had to retain the undersigned attorney to represent them in connection with this matter and are responsible to pay their attorney a reasonable attorney's fee for the services rendered in connection herewith.

28. Pursuant to Fla. Stat. § 501.211 because the Plaintiffs Adonis Mendoza and Pablo Mendoza have suffered losses as a result of violations of this part, they are entitled to recover actual damages, plus attorney's fees and court costs as provided in Fla. Stat. § 501.2105 from Narconon.

29. As a direct and proximate result the Plaintiffs Adonis Mendoza and Pablo Mendoza have been damaged.

WHEREFORE, the Plaintiffs Adonis Mendoza and Pablo Mendoza demand an award for damages against Narconon for \$29,000, prejudgment interest, reasonable attorney's fees, taxable costs incurred in connection with the maintenance of this action, and for any other and further relief.

Count III
Unjust Enrichment
Adonis Mendoza v. Narconon

30. The allegations common to all counts above are hereby incorporated herein by this reference. Adonis Mendoza further would show as follows:

31. At all times material, a benefit was conferred upon the Defendant Narconon, the receipt of the funds.

32. At all times material, the Defendant Narconon either requested benefit or knowingly and voluntarily accepted it.

33. Under the circumstances, it would be inequitable for the Defendant Narconon to retain the benefit of the funds without paying value thereof and there is no adequate available legal remedy.

34. The Plaintiff has been damaged.

WHEREFORE, the Plaintiff Adonis Mendoza demands judgment against the Defendant Narconon for return of his funds in principal damages, other actual damages, incidental damages, consequential damages, and costs incurred in connection with the maintenance of this action, pre-judgment interest, for any other and further relief.

Count IV
Breach of Contract
Adonis Mendoza v. American Express Company

35. The allegations common to all counts above are hereby incorporated herein by this reference. The Plaintiff Adonis Mendoza further would show as follows:

36. At all times material the Plaintiff Adonis Mendoza was an American Express credit card holder.

37. At all times material it was agreed by and between the Plaintiff Adonis Mendoza and the Defendant American Express that American Express would not charge Adonis Mendoza's American Express credit card unless a receipt was signed by the cardholder the Plaintiff Adonis Mendoza or Adonis Mendoza handed his American Express credit card in person to the merchant in person.

38. At all times material, the merchant Narconon failed to obtain the Plaintiff Adonis Mendoza's signature on an American Express credit card receipt and the merchant Narconon failed to obtain the Plaintiff Adonis Mendoza's credit card in person.

39. The Plaintiff demanded a refund of the subject charges but the Defendant American Express breached the contract by failing to do so.

40. As a direct consequence, the Plaintiff Adonis Mendoza has been damaged.

WHEREFORE, the Plaintiff Adonis Mendoza demands judgment against the Defendant American Express for \$29,000.00.

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