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OCT 13 2010

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DEPUTY SANTA CRUZ COUNTY

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**JOHN P. HANNON II**  
SB No: 111692  
716 Capitola Avenue, Ste. F  
Capitola, CA 95010  
PH: (831) 476-8005  
FAX: (831) 476-8984

Attorney for Plaintiff:  
DAVID COMPTON

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SANTA CRUZ**

DAVID COMPTON, )  
)  
Plaintiff, )  
)  
v. )  
)  
NARCONON VISTA BAY (a business )  
entity form unknown); NARCONON )  
INTERNATIONAL (a California )  
corporation); ASSOCIATION FOR )  
LIVING AND EDUCATION )  
INTERNATIONAL (a California )  
corporation) and DOES 1 through 20, )  
inclusive, )  
)  
Defendants. )  
)  
\_\_\_\_\_ )

CASE NO. 1169154  
**PLAINTIFF DAVID COMPTON'S**  
**COMPLAINT FOR DAMAGES**  
  
[Fraud; Breach of Contract]

**FIRST CAUSE OF ACTION**  
**[Fraud and Deceit]**

1. Plaintiff, David Compton, is a resident of the State of California.
2. Defendant, Narconon Vista Bay is a business entity operating in the County of Santa Cruz, State of California. Defendants, Narconon Internatonal and Association for Better

**ORIGINAL**

1 Living and Education International are corporations licensed under the laws of the State of  
2 California and, in doing the things hereinafter alleged, did said acts in the County of Santa  
3 Cruz, State of California.

4 3. Plaintiff is unaware of the true names and identities of those individuals named herein  
5 as Does 1 through 20, inclusive. At such time as Plaintiff becomes aware of the true names  
6 and identities of such fictitiously named Defendants, Plaintiff will pray leave of this court to  
7 amend this complaint accordingly.

8 4. Each of the Defendants named herein was the agent, employee or assign of the  
9 remaining Defendants, and, in doing the things hereinafter alleged did said acts within the  
10 course and scope of the agency, employment or assignment.

11 5. Plaintiff is the father of Lucas Compton. Lucas Compton suffers from addiction to  
12 drugs.

13 6. On or about January 23, 2010, Plaintiff contacted Defendants for purposes of  
14 providing services to help Lucas Compton to recover from his addiction process.

15 7. Prior to agreeing to pay for the services, Plaintiff was falsely informed as to certain  
16 facts or was not informed of facts which were material to Plaintiff's decision to retain  
17 Defendants. Among the various facts told to Plaintiff as well as the facts that Defendants  
18 should have told Plaintiff are the following:

19 a. Plaintiff was not informed that Defendants are an off-shoot of the Church of  
20 Scientology and that the programs offered by Defendants are used as a recruiting tool for the  
21 Church of Scientology.

22 b. Plaintiff was informed that Lucas Compton could immediately begin treatment, when,  
23 in fact, Defendants have engaged in and continue to engage in a "bait and switch" program  
24 whereby all or virtually all persons who go to Defendants facility are first referred to  
25

1 "chemical detoxification" for which a separate charge is imposed. In fact, Lucas Compton  
2 was placed into chemical detoxification at a cost of an additional \$6,500.00.

3 c. Plaintiff was informed that Defendants utilize accepted standards of treatment for  
4 chemical dependency when, in fact, the treatment by Defendants is not accepted in the  
5 treatment community as being within the standard of care.

6 d. Plaintiff was informed that Defendants had a 70% success rate in treatment of drug  
7 dependency when, in fact, their success rate is much lower.

8 e. Plaintiff was told or was lead to believe that the facilities were clean and sanitary. In  
9 fact, the withdrawal house was disgusting. The facility smelled of mold and the water  
10 dispenser had mold growing out of it. The facility had 10 residents of which 8 men all shared  
11 the same bathroom. There were human feces evident throughout the bathroom including on  
12 the floor, toilet and side of the bathtub.

13 8. Plaintiff reasonably relied upon the statements and omissions of Defendants in  
14 agreeing to pay the cost of treatment. The reliance of Plaintiff was reasonable in that he had  
15 no way of knowing of the falsity of the statements or omissions of Defendants and he was not  
16 placed on notice by Defendants that, in fact, their representations were not true.

17 9. Plaintiff would not have paid any of sums or entered into any agreement had he been  
18 informed of the facts as outlined above.

19 10. As a proximate result of the actions of Defendants, Plaintiff paid \$29,000.00 for  
20 treatment of Lucas Compton. After paying this sum, Plaintiff was confronted by the chemical  
21 detoxification portion of the fraud and was enticed to pay another \$6,500.00 for chemical  
22 detoxification. Total special damages arising from the conduct of Defendants is, therefore,  
23 not less than \$36,500.00.



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16. Plaintiff fulfilled all of the terms of the contract in that he has paid all sums demanded or requested of him.

17. Defendants are in material breach of the agreement by doing the things herein alleged. This breach includes the provision of substandard treatment, no treatment or treatment that is, in fact, harmful to the person undergoing treatment.

18. As a proximate result of the conduct of Defendants, Plaintiff has been damaged as alleged herein in the sum of \$35,500.00 for payment of funds for which services were not provided.

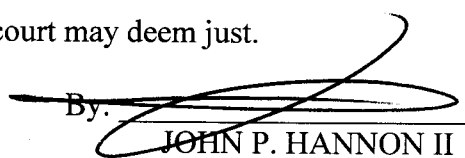
Wherefore, Plaintiff prays for judgment as set forth below:

**PRAYER FOR RELIEF**

Plaintiff hereby prays for relief as follows:

1. For general and special damages in an amount of \$35,500.
2. For punitive damages on the second cause of action in the amount of \$1,000,000.00;
3. For cost of suit incurred herein.
4. For such other and further relief as the court may deem just.

Dated: 10/18/10

By.   
JOHN P. HANNON II  
Attorney for Plaintiff:  
DAVID COMPTON