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5 DANETTE ELLIOTT and
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DEPUTY, SANTA CRUZ COUNTY

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

10
11 DANETTE ELLIOTT and LYNN)
ELLIOTT,)
12)
Plaintiff,)
13)
v.)
14)
NARCONON VISTA BAY (a business)
15 entity form unknown); NARCONON)
INTERNATIONAL (a California)
16 corporation); ASSOCIATION FOR)
LIVING AND EDUCATION)
17 INTERNATIONAL (a California)
corporation) and DOES 1 through 20,)
18 inclusive,)
19 Defendants.)
_____)

CASE NO.: **CV 171600**

COMPLAINT FOR DAMAGES

[Fraud; Breach of Contract]

20
21 **FIRST CAUSE OF ACTION**
[Fraud and Deceit]

- 22 1. Plaintiffs, Danette Elliott and Lynn Elliott are residents of the State of California.
23 2. Defendant, Narconon Vista Bay is a business entity operating in the County of Santa
24 Cruz, State of California. Defendants, Narconon International and Association for Better
25

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, Danette Elliott, is married to Plaintiff, Lynn Elliott. Plaintiff, Danette Elliott,
12 suffers from alcohol addiction. For some time prior to July 1, 2011, Plaintiffs have been
13 attempting to obtain treatment for Ms. Elliot's addictive problems.

14 6. On or about July 2, 2011, Plaintiff, Lynn Elliott, was looking on the internet
15 attempting to find a treatment option for his wife. Said Plaintiff came across a web site that
16 offered "get help finding the best drug rehab facility". Said Plaintiff called the number on the
17 website and left a message. This message was later returned and said Plaintiff was given a
18 glowing report about the efficacy of the treatment program. Said Plaintiff was never told that
19 the program was part of the Church of Scientology.

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

1 a. Plaintiffs were not informed that Defendants are an off-shoot of the Church of
2 Scientology and that the programs offered by Defendants are used as a recruiting tool for the
3 Church of Scientology. In fact, Plaintiffs were told that the program was non-denominational
4 when, in fact, the program is used as both a recruiting tool as well as a funding source for the
5 Church of Scientology.

6 b. Plaintiffs were not informed that the facility was run by individuals who had gone
7 through the program being offered to Plaintiffs and that these individuals were incompetent to
8 provide treatment. Plaintiff believed that the treatment she would receive would be by
9 individuals who were licensed and trained in the area of drug or alcohol addiction.

10 c. As noted above, Plaintiffs were falsely informed that the program was non-
11 denominational. Plaintiffs are Catholic and their religion is very important to them. During
12 Plaintiff, Danette Elliott's, stay at the facility, Defendants' employees regularly proselytized
13 the Church of Scientology and denounced legitimate religions. Treatment included reading
14 books of L. Ron Hubbard a deceased science fiction writer and founder of the Church of
15 Scientology. These actions were highly offensive to Plaintiffs.

16 d. Plaintiffs were informed that Defendants utilized accepted standards of treatment for
17 chemical dependency when, in fact, the treatment by Defendants is not accepted in the
18 treatment community as being within the standard of care.

19 e. Plaintiffs were informed that Defendants had a 70% success rate in treatment of drug
20 dependency when, in fact, their success rate is much lower. Indeed, the success rate of
21 Narconon is less than the industry average.

22 f. Plaintiffs were told that their Blue Cross health insurance might be able to pay some of
23 the costs of the treatment. This statement regarding insurance coverage turned out to be
24 untrue.

1 g. Plaintiffs were told that the treatment was an “open system” and was like “going on a
2 vacation.” They were told that treatment started with a dry sauna treatment for about 10 days
3 to rid her of toxins. Plaintiffs were told that there would be various exercises, both physical
4 and mental, to find the causative reasons for her addiction. Plaintiff was told that she could
5 walk on the beach, bring books with her, go to Santa Cruz for shopping and that there would
6 be good food, a heated swimming pool, volleyball, basketball, ping-pong and various
7 diversions. Plaintiff was told to bring various hobby items such as books, music and movies.
8 Plaintiffs were told that the accommodations were clean and of an upscale nature. It was
9 stressed that the program was a retreat to recharge. In fact, Plaintiff was taken to a
10 “withdrawal” cabin where she was crammed into a small living quarters with 9 other
11 “students” and 2 to 4 staff members. There was little privacy with the cabin consisting of 3
12 rooms with double beds. The food was terrible. Plaintiff was not allowed to leave the
13 “withdrawal” cabin. She was not allowed to communicate with the outside world. The
14 basketball court consisted of a broken basketball hoop alongside the road. The laundry
15 facilities where it was represented that “everything is provided for you” was several worn
16 washers and dryers in a lean-to on the side of the road.

17 h. The treatment received by Plaintiff was medically unsound and, in fact, dangerous.
18 Among the treatments performed was the giving of a “drug bomb” at least 4 times per day.
19 Plaintiffs are informed and believe and thereon allege that this drug bomb included 5,000 IU
20 of vitamin A per session or 20,000 IU per day. The toxic level for an adult female is 8,000 IU
21 of vitamin A per day. Similarly, Plaintiff was given 800 milligrams of Niacinamide (niacin)
22 per session or approximately 3,200 milligrams per day. The safe and recommended dosage of
23 Niacinamide per day is 13 milligrams per day. This giving of excessive vitamins is
24 dangerous and possibly fatal. Additionally, Plaintiff was not given her prescribed medication.
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1 This medication is necessary to treat a life threatening blood disorder. When Plaintiff
2 demanded that she be given this medication she was told the medication was with the "other
3 contraband" taken from her at the time of admission. Defendants refused to consult with
4 Plaintiff's doctors even though she had signed a release.

5 8. Plaintiffs reasonably relied upon the statements and omissions of Defendants in
6 agreeing to pay the cost of treatment. The reliance of Plaintiffs was reasonable in that they
7 had no way of knowing of the falsity of the statements or omissions of Defendants and they
8 were not placed on notice by Defendants that, in fact, their representations were not true.

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

11 10. As a proximate result of the actions of Defendants, Plaintiffs paid \$34,000.00 for
12 treatment.

13 11. Plaintiff was a resident of the facility for about 2 days before the fraudulent actions
14 of Defendants became evident to Plaintiff, Lynn Elliott. Plaintiffs withdrew from the facility
15 and demanded a refund. No refund has been received by Plaintiffs from Defendants. By this
16 litigation, Plaintiffs demand payment of all sums that were proximately expended based upon
17 the false representations of Defendants..

18 12. In addition to the losses set forth above, Plaintiff claims that Defendants conduct
19 rises to the level in which punitive damages are appropriate. The conduct of Defendants is
20 pervasive and Plaintiffs are not the first victims of the conduct of Defendants. Defendants are
21 engaged in a scheme or plan to enrich themselves and to provide a recruit base for the Church
22 of Scientology rather than to provide competent treatment for chemical dependency. As such,
23 their actions are intended to inflict harm upon the persons entering their programs while
24 obtaining large sums of money for essentially worthless treatment. Such pattern of conduct
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1 has resulted in harm not just to Plaintiffs but many other families who have been traumatized
2 by actions of Defendants. As a result, the conduct of Defendants falls within that type of
3 conduct which is viewed as constituting a conscious disregard for the rights of others in
4 general and Plaintiffs in particular. As a result, punitive damages in the sum of \$1,000,000.00
5 should be ordered.

6 Wherefore Plaintiff prays for judgment as set forth below:

7 **SECOND CAUSE OF ACTION**
8 **[Breach of Contract]**

9 Plaintiffs hereby reallege paragraphs 1 through 11 of the first cause of action as if fully
10 set forth herein.

11 13. In doing the things herein alleged the parties formed a contract.

12 14. The essential terms of the contract were that Defendants were to provide competent
13 and reasonable treatment for chemical dependency to Plaintiff, Danette Elliott, in exchange
14 for the payment of money by Plaintiff.

15 15. While some of the terms of the contract were in writing other terms are implied by
16 law. Thus, the contract impliedly provided that the treatment would not violate accepted
17 standards for treatment of chemical dependency, treatment would be safe, treatment would
18 include a respect for Plaintiffs' religion, and treatment would be in accordance with the
19 representations made to Plaintiffs about the nature of the facility and the course of treatment.

20 16. Plaintiffs fulfilled all of the terms of the contract in that they have paid all sums
21 demanded or requested of them.

22 17. Defendants are in material breach of the agreement by doing the things herein
23 alleged. This breach includes the provision of substandard treatment, no treatment or
24 treatment that is, in fact, harmful to the person undergoing treatment. Further breach is found
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1 in the various allegations made herein including the proselytizing efforts of Defendants, the
2 provision of substandard food, the lack of facilities and the failure to provide amenities and
3 facilities as represented.

4 18. As a proximate result of the conduct of Defendants, Plaintiff has been damaged as
5 alleged herein in the sum of \$34,000.00 for payment of funds for which services were not
6 provided.

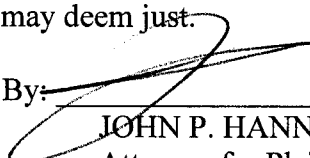
7 Wherefore, Plaintiff prays for judgment as set forth below:

8 **PRAYER FOR RELIEF**

9 Plaintiff hereby prays for relief as follows:

- 10 1. For general and special damages in an amount of \$34,000.
11 2. For punitive damages on the second cause of action in the amount of \$1,000,000.
12 3. For cost of suit incurred herein.
13 4. For such other and further relief as the court may deem just.

14 Dated: 7/12/11

15 By: 
16 JOHN P. HANNON II
17 Attorney for Plaintiffs:
18 DANETTE and LYNN ELLIOTT
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