

**FILED**  
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BY *AC*  
DEPUTY, SANTA CRUZ COUNTY

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5 Attorney for Plaintiff:  
6 **SONYA MITCHELL**

7  
8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SANTA CRUZ**

10  
11 **SONYA MITCHELL,**  
12 **Plaintiff,**

13 **v.**

14 **NARCONON OF NORTHERN**  
15 **CALIFORNIA (a California corporation**  
16 **doing business and Narconon Vista Bay);**  
17 **NARCONON INTERNATIONAL (a**  
18 **California corporation); ASSOCIATION**  
19 **FOR LIVING AND EDUCATION**  
20 **INTERNATIONAL (a California**  
21 **corporation) AUGUST WEST FAMILY**  
22 **SERVICES, INC. (a California**  
23 **corporation); DANIEL MANSON; ANGIE**  
24 **MANSON and DOES 1 through 20,**  
25 **inclusive,**

26 **Defendants.**

CASE NO.: CV173377

**COMPLAINT FOR DAMAGES**

[Fraud and Deceit; Breach of Contract]

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

1. Plaintiff, Sonya Mitchell is a resident of the State of Nevada.
2. Defendant, Narconon of Northern California, is a California corporation who is doing business as under the fictitious name of Narconon Vista Bay in the County of Santa Cruz, State of California. Defendants, Narconon International and Association for Better Living and Education International are corporations licensed under the laws of the State of California and, in doing the

**ORIGINAL**

1 things hereinafter alleged, did said acts in the County of Santa Cruz, State of California. Plaintiff  
2 is informed and believes and thereon alleges that Defendants Daniel Manson and Angie Manson  
3 are residents of the County of Santa Cruz, State of California, and, in doing the things hereinafter  
4 alleged did said acts in said county and state.

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

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

12 5. Plaintiff is informed and believes and thereon alleges that each of the Defendants herein  
13 was acting pursuant to a common plan or scheme to do the acts hereinafter alleged. Under such  
14 common plan or scheme each of the Defendants named herein directed, acquiesced, or otherwise  
15 agreed to the things hereinafter done.

16 6. Plaintiff, Sonya Mitchell, is the sister of Sharlotte St. Clair. Sharlott St. Clari suffers from  
17 a chemical addiction. For some time prior to February 23, 2011, Plaintiff sought to assist her  
18 sister in becoming free of her chemical dependency.

19 7. On or about mid-February of 2011, Plaintiff was looking on the internet attempting to find  
20 a treatment option for her sister. Said Plaintiff came across a web site that offered assistance for  
21 chemical dependency. In response to this advertising, Plaintiff called the number on the website  
22 and, ultimately was placed in contact with a sales person. This sales person represented  
23 Defendants. Plaintiff was never told that the program was part of the Church of Scientology.

24 8. Prior to agreeing to pay for the services, Plaintiff was falsely informed as to certain facts or  
25 was not informed of facts which were material to Plaintiff's decision to retain Defendants. Among  
26 the various facts told to Plaintiff as well as the facts that Defendants should have told Plaintiff are  
27 the following:  
28

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

4 b. Plaintiff was not informed that the facility was run by individuals who had gone through  
5 the program being offered to Plaintiff and that these individuals were incompetent to provide  
6 treatment. Plaintiff believed that the treatment she would receive would be by individuals who  
7 were licensed and trained in the area of drug or alcohol addiction. In fact, the staff is untrained.  
8 Members of the staff regularly use drugs and alcohol.

9 c. Plaintiff was told that the staff was competent when, in fact, the staff has no training and  
10 no training for the treatment of individuals for psychiatric or addiction problems.

11 d. Plaintiff was informed by Defendants that the program has a 70% success rate. This  
12 statement is false. Defendants are fully aware that they do not have a 70% success rate and that  
13 any study showing such study is created for purposes of defrauding the public.

14 e. Plaintiff was told that Defendants utilized accepted standards of treatment for chemical  
15 dependency when, in fact, the treatment by Defendants is not accepted in the treatment community  
16 as being within the standard of care.

17 f. Plaintiff was told that the cost of the program was all inclusive. In fact, Plaintiff was later  
18 charged an additional \$2,000.00 fee. This \$2,000.00 additional fee is part of a bait and switch  
19 program involving the August West Family Services, Inc., Defendant wherein Defendants extract  
20 an additional fee for "chemical detoxification" subsequent to acceptance of the addicted person in  
21 their program. Plaintiff was not told that August West Family Services, Inc., is routinely used to  
22 obtain additional funds and that the "chemical detoxification" process is medically unsound and  
23 unnecessary.

24 g. Plaintiff was not informed that the treatment received by Plaintiff's sister was medically  
25 unsound and, in fact, dangerous. Among the treatments performed was the giving of a "drug  
26 bomb" at least 4 times per day. Plaintiff is informed and believe and thereon allege that this drug  
27 bomb included 5,000 IU of vitamin A per session or 20,000 IU per day. The toxic level for an  
28 adult female is 8,000 IU of vitamin A per day. Similarly, Plaintiff was given 800 milligrams of

1 Niacinamide (niacin) per session or approximately 3,200 milligrams per day. The safe and  
2 recommended dosage of Niacinamide per day is 13 milligrams per day. This giving of excessive  
3 vitamins is dangerous and possibly fatal. Additionally, Plaintiff was not given her prescribed  
4 medication. This medication is necessary to treat a life threatening blood disorder. When Plaintiff  
5 demanded that she be given this medication she was told the medication was with the "other  
6 contraband" taken from her at the time of admission. Defendants refused to consult with  
7 Plaintiff's doctors even though she had signed a release.

8 9. Plaintiff reasonably relied upon the statements and omissions of Defendants in agreeing to  
9 pay the cost of treatment. The reliance of Plaintiff was reasonable in that she had no way of  
10 knowing of the falsity of the statements or omissions of Defendants and she was not placed on  
11 notice by Defendants that, in fact, their representations were not true. Plaintiff would not have  
12 paid any of sums or entered into any agreement had she been informed of the facts as outlined  
13 above.

14 10. As a proximate result of the actions of Defendants, Plaintiff paid \$35,000.00 for  
15 treatment.

16 11. Plaintiff's sister was a resident of the facility until March 14, 2011, when it became  
17 evident that the program had nothing to do with treatment and everything to do with enriching  
18 Defendants. Plaintiff's sister withdrew from the facility and Plaintiff demanded a refund. No  
19 refund has been received by Plaintiff from Defendants. By this litigation, Plaintiff demands  
20 payment of all sums that were proximately expended based upon the false representations of  
21 Defendants..

22 12. In addition to the losses set forth above, Plaintiff claims that Defendants conduct rises to  
23 the level in which punitive damages are appropriate. The conduct of Defendants is pervasive and  
24 Plaintiff is not the first victims of the conduct of Defendants. Defendants are engaged in a scheme  
25 or plan to enrich themselves and to provide a recruit base for the Church of Scientology rather  
26 than to provide competent treatment for chemical dependency. As such, their actions are intended  
27 to inflict harm upon the persons entering their programs while obtaining large sums of money for  
28 essentially worthless treatment. Such pattern of conduct has resulted in harm not just to Plaintiff

1 but many other families who have been traumatized by actions of Defendants. As a result, the  
2 conduct of Defendants falls within that type of conduct which is viewed as constituting a  
3 conscious disregard for the rights of others in general and Plaintiffs in particular. As a result,  
4 punitive damages in the sum of not less than \$1,000,000.00 should be ordered.

5 Wherefore Plaintiff prays for judgment as set forth below:

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

8 Plaintiff hereby realleges paragraphs 1 through 11 of the first cause of action as if fully set  
9 forth herein.

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

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

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

19 16. Plaintiffs fulfilled all of the terms of the contract in that she paid all sums demanded or  
20 requested of her by Defendants.

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

27 18. As a proximate result of the conduct of Defendants, Plaintiff has been damaged as alleged  
28 herein in the sum of \$35,000.00 for payment of funds for which services were not provided.

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

2 **THIRD CAUSE OF ACTION**  
3 **[Deceptive Advertising]**

4 Plaintiff hereby realleges paragraphs 1 through 12 and 13 through 18 of this complaint as if  
5 fully set forth herein.

6 19. As alleged herein, Defendants have affirmatively advertised and held out to the public  
7 false information regarding their facility and its operation. Among the false statements or  
8 omissions are that:

- 9 a. There is a 70% success rate for persons in their program.
- 10 b. That the charges are all inclusive and that there are no additional charges.
- 11 c. The facility is clean and sanitary and that the facility is like a vacation spot.
- 12 d. The treatment of patients is consistent with accepted standards for treatment of persons  
13 with chemical dependency.\
- 14 e. The failure of Defendants to reveal the pertinent fact that they were an outgrowth of the  
15 Church of Scientology.

16 20. The false statements made above, were made over the internet and in print advertising.  
17 Such false statements were intended to be disseminated to the public and were made with the  
18 intent that they be relied upon by the public in making a decisions to pay money to or hire  
19 Defendants.

20 21. The actions of Defendants resulted in Plaintiff relying on such statements in making a  
21 decision to hire Defendants for her sister. Absent such representations, Plaintiff would not have  
22 paid any money to Defendants.

23 22. As a proximate result, of such conduct Plaintiff requests repayment of all money paid to  
24 Defendant in the sum of \$35,000.00 plus such other sums as are necessary to compensate Plaintiff  
25 for her loss.

26 23. The conduct of Defendants is, as alleged above, part of a pattern and practice of conduct  
27 which was intended to harm Plaintiff or which conduct was undertaken with such an indifference  
28 as to the harm that such conduct would cause that punitive damages should be ordered. The

1 conduct of Defendants is ongoing and Defendants continue to make the false representations set  
2 forth above. Such representations are made with no intent of accomplishing any of the goals of  
3 treatment, but, rather, to act as a recruiting tool of the Church of Scientology and to provide  
4 personal enrichment of Defendants.

5 24. The actions of Defendants are ongoing and constitute a substantial danger to the public.  
6 The actions of Defendants have resulted in not only the loss of money to the public, but also  
7 physical harm as persons are abandoned by Defendants after receiving none of the services alleged  
8 to be provided. As a result, this court is asked to enter an order enjoining Defendants from their  
9 continued illegal conduct and, further, ordering Defendants to refund all money they have received  
10 based upon their false representations to the public.

11 25. The issues raised by this complaint are of a significant public interest affecting a large  
12 class of people. As such attorney fees pursuant to California Code of Civil Procedure section  
13 1021.5 should be ordered in favor of Plaintiff.

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

15 **FOURTH CAUSE OF ACTION**  
16 **[Unfair Business Practices]**

17 Plaintiff hereby realleges paragraphs 1 through 12, 13 through 18 and 19 through 25 of this  
18 complaint as if fully set forth herein.

19 26. In doing the things herein alleged Defendants' actions constitutes a violation of the  
20 provisions of California Business and Professions Code section 17200. The conduct of  
21 Defendants is unfair, deceptive or fraudulent.

22 27. In doing the things alleged, Defendants have unjustly received money from Plaintiff  
23 based upon conduct which was intended to harm or which was undertaken with conscious  
24 disregard for any harm that might result to Plaintiff.

25 28. As a result of the illegal conduct alleged herein, demand is hereby made that all money  
26 received by Defendants in violation of the unfair business practices act through the illegal conduct  
27 of Defendants be returned to Plaintiff or be paid to Plaintiff as damages. Additionally, Plaintiff is  
28

1 entitled to additional damages as alleged herein. The exact amount of such damages is uncertain  
2 at this time, but is believed to be not less than \$35,000.00.

3 29. Furthermore, this court is asked to issue appropriate injunctive orders to prevent the  
4 continued actions of Defendants in regard to their unfair business practices.

5 30. The issues raised by this complaint are of a significant public interest affecting a large  
6 class of people. As such attorney fees pursuant to California Code of Civil Procedure section  
7 1021.5 should be ordered in favor of Plaintiff.

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

9 **PRAYER FOR RELIEF**

10 Plaintiff hereby prays for relief as follows:

- 11 1. For general and special damages in an amount of not less than \$35,000;
- 12 2. For punitive damages on the second cause of action in the amount of not less than  
13 \$1,000,000;
- 14 3. For an injunctive order restraining and prohibiting Defendants from engaging in false  
15 advertising and in unfair business practices as alleged in the complaint;
- 16 4. For reasonable attorney fees pursuant to California Code of Civil Procedure section  
17 1021.5;
- 18 5. For cost of suit incurred herein; and
- 19 6. For such other and further relief as the court may deem just.

20 Dated: 2/24/12

By:   
JOHN P. HANNON II  
Attorney for Plaintiffs:  
SONYA MITCHELL

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