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12 **DAVID G. URE**

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
02/05/2013 at 04:28:39 PM
Clerk of the Superior Court
By Rochelle Lucey, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

11 **DAVID G. URE**

13 **Plaintiff**

14 **vs.**

15 **NARCONON VISTA BAY, AN**
16 **ORGANIZATION, STATUS**
17 **UNKNOWN; VISTA BAY; DOES 1-**
18 **25, INCLUSIVE, DEFENDANTS**

) **Case NO. 30-2013-00628712-CU-CO-CJC**

) **COMPLAINT FOR DAMAGES FOR:**
) **1. FRAUD AND MISREPRESENTATION 2.**
) **MONEY PAID 3. MONEY HAD AND**
) **RECEIVED**

) **Date:**
) **Time: Judge James J. Di Cesare**
) **Dept.**

) **(Unlimited jurisdiction)**

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20
21 **Plaintiff alleges:**

22 **FIRST CAUSE OF ACTION**

23 **1. Plaintiff, David G. Ure, is a resident of Orange County, California. Defendants are**
24 **doing business in the County of Orange. Prior to the commence of this action, Tristen**
25 **Ure assigned to plaintiff all of her rights, title and interest to part of the sum of \$34,000, paid to**
26 **defendants for the treatment and care of her brother, Ryan, at the facility operated by**
27 **defendants. The balance of said \$34,000 was paid by plaintiff. The true names and capacities**
28 **of the doe defendants are presently unknown to plaintiff, who will request leave of court insert**

COMPLAINT FOR DAMAGES FOR FRAUD, MISREPRESENTATION AND
OTHER REMEDIES

1 the true names and capacities when the same have been ascertained. Plaintiff alleges that each
2 of the Doe defendants are liable in some manner for the events and happening set forth in this
3 complaint and are responsible for the damages sustained by plaintiff.

4 2. On or about July 18, 2011, Ryan Ure, plaintiff's son, entered the facilities of
5 defendants for the purpose of rehabilitation and treatment for substance abuse, the specific
6 problem which was represented by defendants to be its expertise. Among other things,
7 defendants represented to plaintiff that its program included a doctor on staff, a full physical
8 evaluation of persons entering the program, that his son would be with a therapist, that there
9 was a one to one ratio between staff and "students" and that, among many other promises and
10 representations, there were counselors there to provide individual peer therapy and it was
11 designed to put the students in charge of their lives and in control of their decisions. Also, the
12 students were to be provided with the skills to develop personal integrity and the knowledge to
13 troubleshoot their own road through life which gave the Narconon student a new found sense of
14 life and the staying power to remain drug and alcohol free. This was specifically represented to
15 be the goal of the facility.

16 3. Contrary to the representations specifically stated herein, and others made specifically
17 to plaintiff and in the literature provided to plaintiff, in person and on the Internet, the true
18 facts were that the representations were actually false, intended to be convincing to the
19 "student" and his family members and others provided the funds to the defendants for the care
20 and treatment of plaintiff.

21 4. The true facts are and were that the representations were false, but intended to entice
22 the student and payers of the fees of defendant and intended for the student and plaintiff and
23 others to believe that the treatment provided by defendants to students were in accordance with
24 standard principles for recovery of persons addicted to drugs and or alcohol and intended to
25 convince plaintiff and his son and his daughter, who provided part of the funds for treatment at
26 defendant's facility. To pay the high fees an costs of alleged treatment for the abuse of
27 substances such as alcohol and/or drugs.

28 5. Given the representations of defendants and the brief tour of the facilities, plaintiff

1 paid to the defendants the sum of \$34,000 for the complete care, treatment and rehabilitation of
2 Ryan Ure at defendant's facility.

3 6. Defendants provided further assurances to plaintiff that his son would be carefully
4 watched, educated and given therapeutic treatment, but in the event his son failed to respond
5 to treatment quickly and even if he left the facility he would be encouraged to return to said
6 facility for additional treatment. Further, even if a student was suspended for a relapse he
7 would be welcomed back to the facility and be returned to his regular schedule. Plaintiff was
8 told that it would only take a letter from the student desiring to return and outside individuals
9 about Ryan. Almost immediately when this actually occurred defendants changed its statements
11 to claim that in fact Ryan could not return to the facility. This decision was specifically contrary
12 to the policy of Narconon and Vista Bay. Defendants specifically denied its own refund policy in
13 the case of Ryan and refused to refund the money in accordance with its own schedule, with the
14 statement that Ryan had "mental problems.

15 7. The actions of defendants, as stated herein were a breach of its contract with Ryan
16 and plaintiff and this breach of contract has caused damages to plaintiff in the sum of \$34,000 in
17 actual damages.

18 8. Because the actions of defendants were misrepresentations of fact, made with intention
19 to deceive plaintiff and to induce him to pay for the treatment and rehabilitation of his son, and
20 made with the intention by defendants of not following its own policy and its representations to
21 plaintiff, punitive damages are warranted in this action and requested by plaintiff.

22 23 SECOND CAUSE OF ACTION FOR MONEY PAID

24 9. Plaintiff re-alleges and incorporates by reference all of the allegations contained
25 paragraphs 1 and 2 as though set forth herein at length.

26 10. With the past two years defendants became indebted to plaintiff for the sum of
27 \$34,000 which was paid to defendants for certain services requested by plaintiff and advertised
28 by defendants. Plaintiff paid said sum to defendants but defendants failed and refused and

1 continue to fail and refuse to provide the services for which plaintiff paid.

2 11. Plaintiff has demanded, in writing, refund of the amount paid, but defendants have
3 refused and continue to refuse to pay the amount demanded by plaintiff's, or any other amount.
4 The amount owed to plaintiff by defendants is the sum of \$34,000, plus interest from September
5 1, 2011 and continuing.

6
7 **THIRD CAUSE OF ACTION FOR MONEY HAD AND RECEIVED**

8 12. Plaintiff re-alleges and incorporated by reference all of the allegations made in
9 paragraphs 1 and 2.

11 13. Within the past two years , defendants became indebted to plaintiff in the sum of
12 \$34,000 for money had and received by defendants for the use and benefit of plaintiff.

13 14. Plaintiff has repeatedly demanded payment from defendants in the sum of \$34,000,
14 but defendants have failed and refused and continue to fail and refuse to pay the same to
15 plaintiff, or any other amount.

16
17 WHEREFORE, plaintiff prays for judgment against the defendants and each of them as
18 follows:

- 19 1. For the principal sum of \$34,000
20 2. For interest at the legal rate from September 1, 2011 and continuing until paid
21 3. For exemplary damages in an amount designed to deter defendants from this conduct
22 in the future and for its intentional misrepresentations to plaintiff
23 4. For such other and further relief the court deems just and proper

24
25 Dated: February 2, 2013



26 DICK R. RUNELS
27 Attorney for David G. Ure
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