

FILED

NORTH COUNTY DIVISION

2014 FEB 13 PM 2:31

(7)

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

Danielle K. Wakefield (SBN 215706)
Attorney At Law
1927 Harbor Blvd., Suite 808
Costa Mesa, CA 92627
Telephone: (949) 274-9975
Facsimile: (949) 335-9018

Attorneys for Plaintiffs, EUGENIU VOICULESCU and DAN KELLY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, NORTH COUNTY

EUGENIU VOICULESCU, an individual,
DAN KELLY, an individual,

Plaintiffs,

vs.

NARCONON FRESH START, a California
Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

37-2014-00002635-CU-BC-NC

COMPLAINT FOR:

- 1. BREACH OF CONTRACT;**
- 2. UNJUST ENRICHMENT;**
- 3. FRAUD – INTENTIONAL CONCEALMENT;**
- 4. FRAUD – NEGLIGENT MISREPRESENTATION;**
- 5. CONVERSION; AND**
- 6. UNFAIR COMPETITION (BUS & PROF CODE § 17200)**

COME NOW, Plaintiffs, EUGENIU VOICULESCU and DAN KELLY, and allege as follows:

JURISDICTION AND VENUE

1. At all times herein mentioned, Plaintiff, EUGENIU VOICULESCU (hereinafter "VOICULESCU") is, and was, an individual, residing in Walton County, Florida.

2. At all times herein mentioned, Plaintiff, DAN KELLY (hereinafter "KELLY") is, and was, an individual, residing in the Walton County, Florida.

3. At all times herein mentioned, Defendant, NARCONON FRESH START (hereinafter "NARCONON") is, and was, a California corporation authorized to and doing

1 business California, with its headquarters in Los Angeles, California and a principal treatment
2 facility located in Warner Springs, County of San Diego. Further Defendant NARCONON
3 solicits business from customers throughout the state, including to its facility in the County of
4 San Diego, State of California. A

5 4. Defendants DOES 1 through 50, inclusive, whether individual, corporate,
6 associate, or otherwise are unknown to Plaintiff, who therefore sues these Defendants herein
7 under fictitious names. When their true names and capacities are ascertained, Plaintiff will
8 amend this complaint by inserting their true names and capacities herein.

9 5. At all times relevant to this action, each Defendant, including those fictitiously
10 named, was the agent, servant, employee, partner, joint venturer, or surety of the other
11 Defendants and was acting within the scope of said agency, employment, partnership, venture, or
12 suretyship, with the knowledge and consent or ratification of each of the other Defendants in
13 doing the things alleged herein.

14 6. Venue is proper as Defendant business is located in the County of San Diego.

15 **GENERAL ALLEGATIONS**

16 7. In or about April 2013, Plaintiff KELLY was admitted to NARCONON'S Warner
17 Springs facility (hereinafter "SUMMIT LODGE") for the primary purposes of receiving
18 detoxification from substance abuse and to receive medically supervised substance abuse
19 recovery treatment, including, but not limited to, group and/or individual psychological
20 counseling or treatment, and medical supervision by a qualified physician.

21 8. Prior to admitting KELLY to NARCONON, KELLY'S wife spoke on the
22 telephone with Dan Carmichael, Intake Counselor at NARCONON and self-proclaimed
23 NARCONON success story, that KELLY would be "well taken care of," "in good hands," and
24 that NARCONON boasted a high success rate for persons with substance abuse problems, like
25 KELLY.

26 9. KELLY'S wife was never informed by Mr. Carmichael that KELLY would
27 undergo detoxification at a separate facility from SUMMIT LODGE called the Huntington
28 House. Rather she was simply told that KELLY'S detoxification would take place over 3 to 5

1 days and would be medically supervised, and that KELLY would have access to a sauna and
2 weight room to “help him get through the detox.” She was falsely promised that KELLY would
3 have a healthy and fit lifestyle while at SUMMIT LODGE. Similar representations are also
4 found on the website for Defendant NARCONON, along with beautiful, but unrepresentative
5 photos of the SUMMIT LODGE facility.

6 10. Based upon the oral representations by NARCONON, and its agents, employees
7 or representatives, including Mr. Carmichael, KELLY agreed to enter the substance abuse
8 program at NARCONON’S SUMMIT LODGE facility on or about April 13, 2013 and
9 VOICULESCU agreed to pay the fee for the substance abuse recovery program.

10 11. At all times mentioned herein, VOICULESCU, KELLY and KELLY’S wife,
11 were informed and believed that the substance abuse treatment program consisted of a 3-day
12 medically supervised detoxification, to be followed by a minimum thirty (30) to ninety (90) day
13 in-patient medically supervised treatment program.

14 12. Before KELLY’S arrival at the facility, VOICULESCU was informed that the
15 cost for the program was Thirty Three Thousand Dollars (\$33,000.00), which he paid in full via
16 a check drawn on the First Florida Bank on or about April 12, 2013. Based upon information
17 and belief, that \$33,000.00 was a flat fee which consisted of the medical detoxification program,
18 the subsequent in-patient program, “student money,” books and sales tax.

19 13. VOICULESCU was provided with an “OFFICIAL DOCUMENT” which served
20 as a receipt for payment and a two page document entitled “Narconon Fresh Start Terms And
21 Conditions.” He was not provided with any substantive information about the program, and
22 given no literature or documentation about the purported treatment his son would be receiving.
23 A copy of the OFFICIAL DOCUMENT and Terms and Conditions are attached hereto as
24 Exhibits “A” and “B”.

25 14. Upon his 11 pm arrival at NARCONON’S facility, after a lengthy cross-country
26 flight, KELLY was instructed to sign several documents which were filled out by the attendant at
27 the admission desk, and which KELLY did not have the opportunity to read, nor receive copies
28 of, despite numerous requests to obtain them.

1 15. After being admitted, KELLY underwent a "physical" and a strip search by
2 NARCONON employee "John," who also picked KELLY up from the airport. KELLY was
3 humiliatingly forced to provide a urine sample on the spot in John's presence.

4 16. The only time KELLY was taken for an off-site medical evaluation, wherein he
5 saw what he believed was a medical professional, he was given only a brief physical examination
6 and subjected to a blood test. While at the facilities, KELLY was not permitted to take any
7 medications whatsoever, whether prescribed by a physician or over the counter.

8 17. He was taken to an off-site "medical" detoxification facility, Huntington House,
9 for three days. At no time during his stay at the detoxification facility was KELLY monitored by
10 a qualified physician or nurse. Instead, he was "weaned" off drugs, unsupervised and
11 unmonitored; he found the detox facility dirty, smelling of mildew, dilapidated, and generally
12 unsanitary. It was later discovered that the "faculty" at the detox facility was not licensed in any
13 sort of clinical drug rehabilitation as represented to the KELLY family.

14 18. After detoxification KELLY was transferred from Huntington House to SUMMIT
15 LODGE where based upon information and belief, the residential substance abuse recovery
16 program was to take place. KELLY was repeatedly given heavy, unhealthy doses of Niacin and
17 made to sit in a sauna for up to five hours per day. There was no licensed medical practitioner
18 on site at any time. On or about that day, and unbeknownst to Plaintiffs or KELLY'S wife,
19 KELLY was introduced to and indoctrinated into the NARCONON treatment program based
20 upon the teachings of Scientology.

21 19. Based upon information and belief, NARCONON is a residential drug recovery
22 center closely affiliated with both the Association of Better Living (ABLE) and Scientology.
23 NARCONON and ABLE receive funding from the Scientology organization as evidenced on the
24 ABLE website's frequently asked questions section. Scientology is well-known as a cash flush
25 organization.

26 20. Going forward, KELLY, a devout Christian from birth, was subjected to the
27 teachings and made to participate in the practices of the Scientology-based program, including
28 "assists" and "confronts" which were physically, spiritually, and emotionally offensive to

1 KELLY. He was often told, "You've been beat!" in a manner that was confrontational and
2 insulting. In fact, KELLY felt extreme religious discrimination going on within SUMMIT
3 RIDGE once they found out he was Greek Orthodox. He requested permission to go to the local
4 Greek Orthodox Church for Easter; he was instructed to fill out voluminous paperwork in
5 conjunction with the request. He complied but not provided a response until the night before
6 Easter. The "faculty" absolutely refused to speak with KELLY about his church request, or any
7 other topic, question or request for that matter. He was not permitted to leave to go to church. It
8 was made clear to him that if he had requested permission to attend the Church of Scientology,
9 he would have immediately been allowed to attend.

10 21. In addition to the aforementioned KELLY and his wife were seriously misled by
11 both the NARCONON website and its representatives (e.g., Mr. Carmichael) about the SUMMIT
12 RIDGE facility. To wit,

- 13 a. the number of patients at the facility was purportedly 24 at any given time.
14 In reality, there were upwards of 50-60 patients there during KELLY'S
15 stay and they were rooming up to 4 persons per bedroom.
- 16 b. KELLY'S wife was misinformed that the number of counselors at the
17 facility outnumbered the patients. This was key in deciding to send
18 KELLY to treatment there. The truth is that there was only a total of two
19 "counselors" at SUMMIT RIDGE during KELLY'S stay there; those two
20 counselors were prior patients who had barely experienced a few months
21 of sobriety themselves.
- 22 c. The food was not organic and was not prepared by a professional chef
23 which was a huge selling point to KELLY and his wife. Instead a food
24 truck dropped off processed, prepared meals which were swimming in oil
25 and grease.
- 26 d. There was no "state of the art" gym or workout facility.

27 22. At all times mentioned herein, KELLY felt that he was not free to leave the
28 NARCONON facility, which made him feel unsafe and caused him emotional distress. In

1 addition, the daily grueling subjection to Niacin and the sauna for hours on end negatively
2 affected KELLY'S calm temperament. On one occasion, when KELLY was told that he could
3 not attend Easter service at a church of his choosing, he became uncharacteristically enraged
4 kicking over a water cooler in the common living area.

5 23. KELLY'S wife was misled into believing that KELLY would be free to visit with
6 her offsite on weekends if she flew out from Georgia, where they reside. When she expressed
7 interest in visiting KELLY she was shut down by the staff and told that visiting hours were only
8 on Sundays for a few hours.

9 24. At no time prior to April 13, 2013, did KELLY or VOICULESCU receive any
10 information or literature other than Exhibits "A" and "B" attached hereto.

11 25. At no time prior to payment of the fee, or prior to KELLY'S leaving the
12 Defendant's facility, were Plaintiffs informed by anyone at NARCONON, either orally, or in
13 writing, that the in-patient substance abuse treatment program were based on Scientology.

14 26. Had VOICULESCU or KELLY been informed that KELLY would be subjected
15 to the Scientology teachings prior to KELLY'S admission to the substance abuse treatment
16 program, they absolutely and unequivocally would not have placed KELLY in the SUMMIT
17 RIDGE facility, as the teachings of Scientology are completely contradictory to the family's
18 religious beliefs.

19 27. Had VOICULESCU or KELLY been informed that KELLY would be subjected
20 to Scientology prior to KELLY'S admission to the substance abuse treatment program, they
21 absolutely and unequivocally would not have paid \$33,000.00 to NARCONON under any
22 circumstances.

23 28. After 21 days, on or about May 3, 2013, KELLY could no longer stand the
24 treatment he was forced to endure day after day at SUMMIT RIDGE and left the facility despite
25 having not completed his treatment for substance abuse.

26 29. Since that time, VOICULESCU repeatedly requested a refund of the portion of
27 the fee paid in the amount of \$33,000.00. VOICULESCU made such requests to Bruce Haddrill,
28 attorney for NARCONON.

1 representatives, were aware of the fact that NARCONON'S substance abuse treatment program
2 was based on the teachings of Scientology.

3 45. Despite repeated requests for information regarding the nature of the purported
4 treatment KELLY would be was receiving, Defendant, its agents and representatives
5 fraudulently concealed the truth from KELLY subjecting him to beliefs and practices which were
6 contrary to his own deep religious beliefs. At no time did Plaintiffs make the connection
7 between L. Ron Hubbard and the teachings of Scientology.

8 46. Notwithstanding the knowledge possessed by Defendant, its agents and
9 representatives and DOES 1 through 50, Defendant, its agents and representatives willfully,
10 intentionally and fraudulently concealed from VOICULESCU and his son, KELLY, the manner
11 and method of the substance abuse treatment that KELLY would be receiving.

12 47. Based on information and belief, such concealment occurred at the time
13 Defendant ordered, directed and required KELLY to be subjected to the teachings of
14 Scientology.

15 48. Ultimately, and upon learning the truth, KELLY was forced to re-evaluate his
16 treatment options, and as a result of Defendant's fraudulent conduct and concealment, KELLY
17 and VOICULESCU sustained damages.

18 49. Each of these acts and omissions by Defendant, including but not limited to
19 failing to reveal the method and manner of the substance abuse treatment center and was done by
20 Defendant falsely and fraudulently with intent to induce Plaintiff to admit KELLY into its
21 facility, and with the intention to induce VOICULESCU to pay \$33,000.00 to Defendant.
22 VOICULESCU was ignorant of the truth, and would not have subjected KELLY to the
23 aforementioned had he known the true facts.

24 50. In undertaking the conduct described above, Defendants, and each of them, acted
25 in willful and conscious disregard of the rights, safety, welfare, or best interests of KELLY, and
26 therefore, of his father, VOICULESCU.

27 51. As a direct and legal result of the fraudulent concealment of Defendants, and each
28 of them as described above, KELLY and VOICULESCU were harmed in an amount to be

1 proven at the time of trial.

2 52. As a result of such conduct, Defendants, and each of them, acted fraudulently,
3 willfully, maliciously, and oppressively, as defined in California Civil Code § 3294, and
4 Plaintiffs are entitled to punitive damages from Defendants, and each of them.

5 **FOURTH CAUSE OF ACTION**

6 **FRAUD – MISREPRESENTATION**

7 (By All Plaintiffs against NARCONON and DOES 1 through 50)

8 53. Plaintiffs reallege and reincorporate by reference each and every allegation
9 contained in paragraphs 1 through 31 and 43 through 52 as though fully set forth herein.

10 54. On or about April 11, 2013, Defendants and each of them made multiple
11 misrepresentations to VOICULESCU, KELLY, and KELLY’S wife regarding the “medical”
12 detoxification and in-patient substance abuse recovery treatment which would purportedly be
13 provided to KELLY in exchange for \$33,000.00. Defendants knew these representations to be
14 false, and the representations were made with the intent to defraud and deceive Plaintiffs, and
15 with the intent to induce VOICULESCU to purchase the services, on behalf of KELLY, that
16 Plaintiffs were promised.

17 55. When Defendants entered into the Agreement with Plaintiffs, Defendants knew
18 that they in fact would use this arrangement to keep for themselves VOICULESCU’S
19 \$33,000.00, regardless of whether KELLY was ever to receive the promised services, and
20 Defendants, its agents, representatives, and employees concealed this information from
21 Plaintiffs.

22 56. At the time the representations were made by Defendants, Plaintiffs were ignorant
23 of their falsity.

24 57. In reliance upon Defendant’s representations, KELLY was induced into
25 admission into the SUMMIT RIDGE facility, and VOICULESCU was induced into entering into
26 an Agreement with Defendants promising the services set forth herein.

27 58. Had Plaintiffs known the actual facts about the services and the provider of the
28 services, Plaintiffs would not have entered into any such Agreement, and not acted in the manner

1 alleged herein.

2 59. Plaintiffs' reliance on the Defendant's representations were justified and
3 reasonable because of their belief that Defendants were making representations to Plaintiffs
4 fairly, honestly and in good faith, and because there was nothing that led Plaintiffs to believe that
5 the Defendants would defraud and exploit Plaintiffs.

6 60. As a proximate result of Defendants' fraud and deceit, and the alleged facts
7 herein, Plaintiffs have been damaged in an amount according to proof at trial, but exceeding
8 \$33,000.00.

9 61. As a result of such conduct, Defendants, and each of them, acted fraudulently,
10 willfully, maliciously, and oppressively, as defined in California Civil Code § 3294, and
11 Plaintiffs are entitled to punitive damages from Defendants, and each of them.

12 **FIFTH CAUSE OF ACTION**

13 **CONVERSION**

14 (By VOICULESCU Against NARCONON and DOES 1 through 25)

15 62. Plaintiffs reallege and reincorporate by reference each and every allegation
16 contained in paragraphs 1 through 31 as though fully set forth herein.

17 63. As a result of Defendant's material breaches of the Agreement, Defendants, and
18 each of them, had a duty to repay VOICULESCU the entire amount paid to Defendant under the
19 express and implied terms of the Agreement. Yet, through the direction of Defendants' agents,
20 representatives, and employees, converted for itself or themselves the money due to Plaintiff by
21 refusing to issue a refund to VOICULESCU.

22 64. Plaintiffs never consented to, approved, waived, or ratified any such conversion
23 by Defendants.

24 65. VOICULESCU took all reasonable steps to ensure that he would be paid all sums
25 due from Defendants, and each of them, in accordance with the Agreement between Plaintiffs
26 and Defendants, including asking for the return of the monies paid, but Defendant has refused to
27 return the money to VOICULESCU, its rightful owner.

28 66. VOICULESCU is entitled to an award of costs, including attorneys fees, incurred

1 in recovering the amounts converted.

2 67. Defendant's actions were fraudulent, malicious and oppressive and Plaintiff is
3 entitled to an award of punitive damages.

4 **SIXTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION/FRAUDULENT ACTS OR PRACTICES**

6 **California Business and Professions Code §§17200 et seq.**

7 (By Plaintiffs Against All Defendants and DOES 1 through 50)

8 68. Plaintiffs reallege and reincorporate by reference each and every allegation
9 contained in paragraphs 1 through 31, 43 through 52 as though fully set forth herein.

10 69. Defendants' unlawful and fraudulent conduct constitutes unfair, unlawful, and
11 fraudulent business practices in violation of California *Business and Professions Code* §§17200
12 *et seq.* which have caused harm to Plaintiffs, including monetary damages and emotional
13 distress.

14 70. Defendant, through its agents, representatives, and employees made promises and
15 misrepresentations to Plaintiffs, VOICULESCU and KELLY, and KELLY'S wife that KELLY
16 would receive "medical" detoxification and in-patient substance abuse recovery treatment as
17 described hereinabove, and incorporated herein by reference, these misrepresentations were
18 made with the intent to defraud and deceive Plaintiffs, and with the intent to induce Plaintiffs to
19 purchase the services that Plaintiffs were promised in the amount of \$33,000.00. Defendants
20 statements were likely to deceive, and did in fact deceive Plaintiffs, proximately causing
21 substantial injury to Plaintiffs.

22 71. The aforementioned wrongful acts have proximately caused and will continue to
23 cause Plaintiffs substantial injury, by inducing Plaintiffs to enter into an Agreement, wherein
24 Plaintiffs paid \$33,000.00 which Defendants knew that they in fact would keep for themselves
25 regardless of whether Plaintiffs were entitled to a refund as part of the Agreement, and concealed
26 this information from Plaintiffs.

27 72. As part of their strategy, Defendants induced KELLY to sign documents that he
28 did not understand or comprehend at a time when he was vulnerable and confused.

Exhibit 1

Fresh Start



Re: Dan Kelly (1-03-83)

April 11, 2013

OFFICIAL DOCUMENT

The payment made to Sunshine Summit Lodge of \$33,000.00 on April 11, 2013, constitutes the full payment for the Narconon Fresh Start Program and to secure a bed for Dan Kelly at Sunshine Summit Lodge. If in fact Dan Kelly does not enroll in the Narconon Fresh Start program within three day of April 13, ,2013, the financier is entitled to a full refund of that money.

Daniel Carmichael

Admissions Director
Narconon Fresh Start
(866)511-4472

Exhibit 2

NARCONON FRESH START TERMS AND CONDITIONS

THE NARCONON PROGRAM DEFINED

NARCONON FRESH START, a non-profit corporation, delivers a comprehensive residential drug and alcohol treatment program which is based on students completing treatment goals that are established by a results oriented treatment modality, rather than a set number of days or weeks in treatment.

The amount of time it takes each individual to complete the program varies, but averages between three and five months. Some individuals complete in less time.

VIOLATIONS OF STUDENT RULES OF CONDUCT

The NARCONON FRESH START Student Rules of Conduct are designed to provide a social guideline of conduct that, when followed, creates a positive treatment environment that is conducive to successful rehabilitation.

When there are infractions of the rules, staff counselors intervene with disciplinary counseling actions used on a gradient scale of severity. The degree of discipline used depends on the seriousness of the infraction and whether or not the student is a repeat offender.

Corrective actions and counseling will be employed where possible with a student for less severe violations of the Student Rules of Conduct, but repeated or serious violations that result in the student leaving the program or the facility suspending or dismissing them, will result in the individual's program fees being ineligible for any repayment.

STUDENT SUSPENSION AND DISMISSAL

Suspension from the program is one of the more severe disciplinary measures and is used only after a student does not respond favorably to earlier ethics counseling actions.

Suspension is not banishment from the NARCONON drug and alcohol rehabilitation program, but is used for the purpose of achieving improved behavior and program focus for students who are having extreme difficulty in complying with the student rules.

Prior to executing the suspension, the student and immediate family or loved ones will be notified by NARCONON FRESH START as to the length of the suspension period. NARCONON Ethics Counselors can be contacted during the suspension period to answer questions or give advice in the best way to help the student through his or her ethics program so that he or she can successfully return to resume the treatment program.

If, while on suspension, the student has relapsed to drug or alcohol use, a new medical assessment and additional withdrawal services may be required as part of the terms of reenrollment along with the fees related to these services. The decision as to whether such services will be required is the sole province of the Senior Case Supervisor. There is no reduced fee for withdrawal and medical services and the financially responsible party will be charged full rate for those services.

NO TOLERANCE POLICY

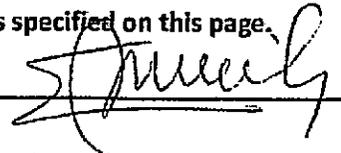
There are three basic offenses that, if committed by a student while on the program, can result in immediate dismissal from the program without recourse. They are:

1. Smuggling or using drugs or alcohol on the facility grounds or while a resident in the NARCONON FRESH START program
2. Violent behavior that poses a threat to the physical well-being of any individual
3. Commission of a crime while enrolled in the NARCONON FRESH START program whether on or off the facility grounds.

Dismissal is the most severe disciplinary penalty used in the NARCONON FRESH START program. Once a student has been dismissed from the program their chances of being allowed back in residence are greatly diminished.

NARCONON FRESH START reserves the right to determine if a student who has been dismissed from the program has any recourse to resume their resident status or not. Such action can result in a student being permanently barred from this or any other NARCONON drug rehabilitation program.

I have read the above and agree with the terms and conditions specified on this page.

Responsible Party's Name: ERGENIU VOICULESCU Signature: 

Date: 4/11/13

VOLUNTARY CESSATION OF PROGRAM

It occasionally happens that a student feels that he has achieved the results for which he or she came to the program prior to actual program completion.

Should this occur and should the student be adamant in this position, NARCONON FRESH START will consider that it has fulfilled its obligations under this agreement and no repayments for undelivered portions of the program will be made.

Should that student decide that he or she wishes to return to complete the program, such return will be authorized. In such a case any portions of the program which were delivered but which, in the estimation of the Senior Case Supervisor, must be re-done by the student, will be charged to the responsible party at one-half the original fee.

The only exception to this is for the detoxification and sauna portions of the program which, if re-delivered to the student, will be charged at the full rate.

HISTORY OF THE NARCONON PROGRAM

The Narconon Program was founded in 1966 by William Benitez, where it was first used in the Arizona State Prison, after being inspired by the practical betterment philosophy of author and humanitarian L. Ron Hubbard in the book, The Fundamentals of Thought. After reforming himself through the use of this new and innovative rehabilitation technology and establishing the Narconon program, Mr. Benitez found a new purpose in life by helping people not only rehabilitate themselves from drug addiction, but more importantly, restore their personal values, integrity, and responsibility. The Narconon Program is secular (NON-RELIGIOUS) in nature and the program does not include participation in any religious studies of any kind.

PROGRAM FEES

NARCONON FRESH START charges a flat rate of \$35,000 for its program.

The Narconon program includes one TB Test and physical examination for the purpose of determining qualification for the New Life Detoxification (sauna program). These will be provided and paid for by NARCONON FRESH START.

Additional tests or blood work such as AIDS, Hepatitis, Pregnancy, etc. are NOT provided and if requested by the client, are his financial responsibility. Chiropractic, Optometry and Dental are other services NOT provided. Additionally, if the client becomes ill or injured while at NARCONON FRESH START and emergency treatment is necessary, these services are also the financial responsibility of the client.

The above fees are a flat rate. No additional charges will be made for the program even if the program takes more than the average time to complete.

Once the program fee is paid and the student has arrived and enrolled into the NARCONON FRESH START program, there are NO REFUNDS.

Responsible Party's Name: EUGENIU VOICULESCU Signature: [Signature]
Date: 4/11/13

INTEGRATED AGREEMENT

The Admissions Agreement represents the entire agreement between the parties and supersedes all prior written and oral agreements.

No subsequent written agreement shall become part of the original agreement unless executed by all parties, captioned as an amendment to the original agreement and the same formalities as the original agreement. No oral agreements or understandings shall have any standing or validity with regard to the agreement between the parties. The parties are only those parties named in the Admissions Agreement.

STUDENTS' PERSONAL PROPERTY

NARCONON FRESH START is not a lock-down facility. While every practical step is taken to ensure the security of personal property, no guarantees can be made with respect to this. Therefore, it is the policy of NARCONON FRESH START that each student is responsible for his or her own personal property. NARCONON FRESH START assumes no liability for the personal property of any student.

I have read the above and agree with the terms and conditions specified on this page.

Responsible Party's Name: EUGENIU VOICULESCU Signature: [Signature]
Date: 4/11/13