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Kenneth and Jered Mowery*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

KENNETH MOWERY, an Oklahoma Citizen;  
and JERED MOWERY, an Oklahoma Citizen,

Plaintiffs,

vs.

NARCONON of NORTHERN CALIFORNIA  
d/b/a REDWOOD CLIFFS; NARCONON  
INTERNATIONAL; ASSOCIATION OF  
BETTER LIVING AND EDUCATION  
INTERNATIONAL; and DOES 1-100, ROE  
Corporations I – X, inclusive,

Defendants.

Case No.

**COMPLAINT AND JURY DEMAND**

Plaintiffs Kenneth Mowery and Jered Mowery (“Plaintiffs”) allege, by and through  
counsel Ryan Hamilton of Hamilton Law, LLC, the following:

**I.**

**PARTIES**

1. Plaintiffs Kenneth Mowery and Jered Mowery were, and at all relevant times to this  
Complaint are, citizens of Oklahoma.

1 2. Defendant Narconon of Northern California (hereafter “NNC”), is, and at all times relevant  
2 to this Complaint was, a corporation incorporated under the laws of, and with its principal place of  
3 business in, the State of California. Defendant has been at all relevant times transacting business at  
4 262 Gaffey Road, Watsonville, Santa Cruz County, California.

5 3. Defendant Narconon International (“NI”) is a California corporation with its principal  
6 place of business in Los Angeles, California. Narconon International may be served with process  
7 through its registered agent, Sherman D. Lenske, 6400 Canoga Avenue, Suite 315, Woodland  
8 Hills, CA 91367.

9 4. NI is the parent/licensor of NNC. NI exercises control over the time, manner, and method  
10 of NNC.

11 5. NI was doing business in the State of California by and through its agent and  
12 subsidiary/licensee NNC. NI may be served with process through its registered agent, Sherman D.  
13 Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, CA 91367.

14 6. NNC and NI are subsidiaries of the Association for Better Living and Education  
15 (“ABLE”). ABLE oversees the drug rehabilitation, education, and criminal justice activities of the  
16 Church of Scientology including, but not limited to, NNC and NI.

17 7. Defendant ABLE is a corporation registered in the State of California with its headquarters  
18 in Los Angeles, California.

19 8. ABLE controls the time, manner, and method of NI’s and NNC’s businesses by actively  
20 managing their daily operations, including conducting inspections of Narconon centers and  
21 creating, licensing, and approving their marketing materials.

22 9. ABLE transacts business in the State of California by and through its agents, NI and NNC.  
23 ABLE may be served with process through its registered agent, Sherman D. Lenske, 6400 Canoga  
24 Ave., Suite 315, Woodland Hills, CA 91367.

25

1 10. Plaintiffs are unaware of the true names and capacities, whether individual, corporate,  
2 associate, or otherwise, of Defendant DOES 1-100, inclusive, and, therefore, sues these  
3 Defendants by fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint  
4 when the identities of these Defendants are ascertained.

5 **II.**

6 **JURISDICTION AND VENUE**

7 11. This Court has subject jurisdiction pursuant to 28 U.S.C. § 1332. The amount in  
8 controversy exceeds \$75,000.00, and there is complete diversity between the parties.

9 12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial portion  
10 of the events and omissions giving rise to this lawsuit occurred in this District, and the Court has  
11 personal jurisdiction over each of the parties as alleged throughout this Complaint.

12 **III.**

13 **FACTUAL ALLEGATIONS**

14 13. Near the end of March 2013, Kenneth Mowery was searching the Internet for help in  
15 finding an appropriate drug rehabilitation facility for his son, Jered Mowery. Kenneth found a  
16 website that purported to provide help in finding an appropriate drug rehabilitation facility.

17 14. Kenneth spoke to a representative from the website who led Kenneth to believe he was  
18 independent and did not work for any particular drug rehabilitation facility. The representative  
19 then told Kenneth that believed Narconon sounded like the best rehab for his son. The  
20 representative then got Kenneth into contact with Mike DiPalma, an admissions counselor from  
21 NNC.

22 17. Mr. DiPalma represented to Kenneth that the NNC program has over a 75% success rate.  
23 This was a false representation.

24 17. Mr. DiPalma further represented that NNC's sauna program, the New Life Detoxification  
25 Program, was proven to detoxify patients' bodies and eliminate their drug cravings. This was a

1 false representation.

2 18. Mr. DiPalma represented that Kenneth's son would receive cognitive behavioral therapy  
3 in the Narconon program from highly trained counselors. NNC does not administer cognitive  
4 behavioral therapy, nor does NNC have counselors qualified to administer cognitive behavioral  
5 therapy.

6 19. On or about March 29, 2013, Kenneth enrolled his son into the program. Kenneth paid an  
7 upfront fee of \$35,500.00 for the program.

8 20. To pay for the program, Kenneth needed to withdraw funds from his retirement account.  
9 Taking into account the early withdrawal penalties from his retirement account, the actual cost of  
10 the program was over \$50,000. NNC knew that Kenneth had to withdraw money from his  
11 retirement account to pay the program's fee.

12 21. NNC first sent Jered to August West Family Services in Capitola, California, for what was  
13 supposed to be medical detox. During his stay at the August West facility, no doctor ever  
14 examined Jered.

15 22. Kenneth was required to pay an additional \$3,000 for Jered's medical detox at August  
16 West Family Services.

17 23. On information and belief, August West Family Services is part of the same fraudulent  
18 scheme Defendants herein perpetrate.

19 24. After completing "medical detox" Jered was taken to the Narconon facility in Watsonville,  
20 California that does business as Narconon Redwood Cliffs.

21 25. Based on Mr. DiPalma's and other NNC employees' false representations about the  
22 Narconon program, Kenneth executed the contract attached hereto as **Exhibit A**. Although the  
23 contract contains an arbitration clause, the clause is unenforceable, *inter alia*, for substantive and  
24 procedural unconscionability.

25

1 26. Kenneth had seen a reference to L. Ron Hubbard in NNC's materials. Kenneth asked  
2 whether the Narconon program had anything to do with Scientology. NNC responded, "absolutely  
3 not" and represented to Kenneth that the program in no way involved the study or practice of  
4 religion.

5 27. Jered then began the Narconon program.

6 28. NNC's treatment program of Jered program consisted of having Jered read books written  
7 by, or based on the works of, L. Ron Hubbard. The books had no apparent connection to substance  
8 abuse treatment.

9 29. Instead, the books in the program taught Scientology doctrines and concepts that beginning  
10 Scientologists study.

11 30. In addition, NNC had Jered undergo its sauna program known as the New Life  
12 Detoxification Program.

13 31. Under its sauna program, NNC had Jered sit in a sauna for up to six hours per day for five  
14 weeks. NNC also instructed Jered to ingest dangerous amounts of Niacin as part of the sauna  
15 program.

16 32. The sauna program NNC had Jered undergo is actually Scientology ritual known as the  
17 "Purification Rundown."

18 33. Under the New Life Detoxification program, students first exercise vigorously before  
19 entering the sauna each day. On entering the sauna, NNC requires each student to ingest  
20 increasing doses of Niacin and a "vitamin bomb." NNC increased Jered's dosages of Niacin well  
21 beyond the recommended daily allowance.

22 34. There were no medical personnel such as doctors or nurses overseeing Jered during the  
23 sauna program.

24

25

1 35. NNC claims that the New Life Detoxification Program has been scientifically shown to  
2 flush out residual drug toxins stored in fatty tissue thereby reducing or eliminating a person's drug  
3 cravings.

4 36. Not only does the New Life Detoxification fail to live up to NNC's claims about its  
5 benefits, the sauna program is dangerous. By having students ingest extreme doses of Niacin and  
6 other vitamins while sitting in extreme temperatures for hours, the sauna program unnecessarily  
7 exposes students to serious health risks including severe dehydration.

8 37. In a prior lawsuit, Dr. Louis A. Casal, an expert **retained by** Narconon International and  
9 Narconon of Northern Georgia in a wrongful death suit filed against those entities, testified at a  
10 deposition. Relevant portions of Dr. Casal's deposition testimony are attached hereto as **Exhibit**  
11 **B**. When asked under oath about Narconon's sauna program, he testified that there is no scientific  
12 basis for the notion that sweating in a sauna detoxifies a person's body or treats addiction:

13 Q. Have you looked at the Narconon literature on what Narconon contends the  
14 benefits from the sauna are?

15 A. [Dr. Casal] Yes, I have.

16 Q. And the sauna program, what Narconon contends is that in – it in fact detoxifies  
17 your body. True?

18 A. True.

19 Q. But there's no scientific basis that you can point to to support that contention, is  
20 there, sir?

21 A. You're correct.

22 Q. So when Narconon states that the sauna program detoxifies its students, you're not  
23 aware, as a medical doctor, of any scientific basis for that contention?

24 A. I agree.

25 Exhibit B, Deposition of Dr. Louis Casal, 136:21 – 137:9.

1 38. Despite their own expert's admission that there is no scientific basis for the idea that  
2 patients sweating in the New Life Detoxification Program treats addiction, Narconon continues to  
3 represent to prospective patients, as they did to Kenneth and Jered, that the New Life  
4 Detoxification has been "scientifically and medically proven" as effective.

5 39. NI claims a success rate of 76% for all Narconon centers, including Narconon of Northern  
6 d/b/a Narconon Redwood Cliffs. NI has published no studies or other verifiable evidence to  
7 support their claimed success rates.

8 40. Dr. Casal, the medical expert retained by Narconon International in another lawsuit,  
9 testified at his deposition that he was not convinced Narconon's claimed success rate was true:

10 Q. Okay. What are you relying on – well, let me ask you this; do you believe that 76  
11 percent success ratio is accurate?

12 A. [Dr. Casal]. Mr. Harris, I'll be honest with you, that's a big number.

13 Q. Yeah, it's – it's a real big number.

14 A. It's a big number.

15 Q. And it's completely inconsistent –

16 A. I – I hope it's true, but, I mean, I would need some convincing.

17 ...

18 Q. Okay. Do you have any idea where Narconon is getting the numbers that it's using?

19 A. You know, in the interest of time – I just didn't have enough time to delve deeper  
20 into those studies, Mr. Harris. And I – I would be happy to, but, no, I don't have a clear  
21 understanding of where that 70 – 70-something number came from, no, sir.

22 Exhibit B, Deposition of Dr. Louis Casal, 124:21 – 125:5; 126:1 – 7.

23 41. Defendants are well aware that there is no support for Narconon's claimed success rate, but  
24 nonetheless advertised a 75% success rate to Plaintiffs.

25

1 43. Narconon documents indicate that the Narconon program is used to recruit patients into the  
2 Church of Scientology. For example, a Narconon document titled the “Narconon Technical Line-  
3 Up” provides a flow chart of a patient’s experience into and through the Narconon program. The  
4 document shows that when a patient finishes the Narconon program, the patient is to be “route[d]  
5 to the nearest Org for further services if the individual so desires.” “Org” is Scientology jargon for  
6 an individual church providing services for the Church of Scientology. A copy of the “Narconon  
7 Technical Line-Up” is attached hereto as **Exhibit C**.

8 44. NI considers the Narconon program to be the “Bridge to the Bridge.” That is, Narconon  
9 considers its program to be an initial step into getting on Scientology’s “Bridge to Total  
10 Freedom,” the key spiritual journey that practitioners of the Scientology religion undertake. See,  
11 e.g., “Narconon News, 1974, Volume 6, Issue 3: Narconon Is The Bridge to The Bridge,” attached  
12 hereto as **Exhibit D**.

13 45. Despite Narconon’s representations that Jered would receive extensive counseling, at no  
14 point did Narconon staff ever speak to Jered about the specifics of his life or his drug use and its  
15 causes. In fact, no one at Narconon ever spoke to Jered about his substance abuse at all.

16 46. Jered received no education about substance abuse, its causes and effects, or methods to  
17 deal with his addiction. Instead, Jered received instruction only in Scientology.

18 47. Jered became extremely scared by the “treatment” he was receiving and the fact that there  
19 appeared to be no qualified personnel at Narconon. To escape from Narconon, Jered pretended to  
20 have a family emergency.

21 **ALTER EGO LIABILITY**

22 48. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
23 forth in the preceding paragraphs and further allege as follows:

24 49. Defendants NNC and NI have all appearances of being a corporate sham illusion and mere  
25 instrumentalities of Defendant ABLE.



1 50. ABLE heavily influences NNC and NI and governs and controls nearly every aspect of  
2 their business activities.

3 51. There is such unity of interest and ownership among NNC, NI, and ABLE that they are  
4 inseparable from one another.

5 52. The separate corporate existences of NNC, NI, and ABLE is a design or scheme to  
6 perpetrate a fraud. The separate corporate existences of NNC, NI, and ABLE is a scheme to  
7 fraudulently induce patients to enroll in one of their treatment facilities and pay substantial funds.  
8 Further, Defendants perpetrate this scheme to recruit for and promote the Scientology religion.

9 49. It is interests of justice to disregard the corporate shield and treat NNC, NI, and ABLE as  
10 identical. Accordingly, each cause of action listed below is made against all Defendants.

11 **FIRST CLAIM FOR RELIEF**

12 **BREACH OF CONTRACT**

13 50. Plaintiff incorporates by reference, as if fully set forth herein, each and every allegation  
14 set forth in the preceding paragraphs and further alleges as follows:

15 51. Defendants contracted with Kenneth to provide, in exchange for substantial consideration,  
16 secular, residential drug and alcohol treatment.

17 52. Defendants breached this contract by, *inter alia*: (i) failing to provide services constituting  
18 drug and alcohol treatment; and (ii) providing Scientology in lieu of drug and alcohol treatment.

19 53. Defendants' breaches have caused Plaintiffs to suffer expectation and consequential  
20 damages in excess of \$75,000.00.

21 **SECOND CLAIM FOR RELIEF**

22 **FRAUD**

23 54. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
24 forth in the preceding paragraphs and further alleges as follows:

1 55. The following is a non-exhaustive list of false representations Narconon knowingly made  
2 to the Plaintiffs: (i) that the Narconon program has a 75% success rate; (ii) that the Narconon  
3 program is secular and does not involve the study or practice of any religion; (iii) that Narconon is  
4 not in any way connected to the Church of Scientology; (iv) that Jered would receive counseling  
5 related to substance abuse; (v) that Narconon's sauna program, *i.e.*, the Purification Rundown, is  
6 safe and has been scientifically proven as effective; (vi) that Jered would be under the supervision  
7 of counselors qualified to render drug and substance counseling.

8 56. Narconon admissions counselor Mike DiPalma made these statements to Kenneth on or  
9 about March 29, 2013, to induce him to admit Jered to Narconon. NNC also made these  
10 statements on their website, [www.redwoodcliffs.com](http://www.redwoodcliffs.com). Narconon staff made these same false  
11 representations to Jered and Kenneth throughout his stay at Narconon.

12 57. Had Kenneth known that any of the above representations Narconon made were false, she  
13 would not have admitted Jered to Narconon.

14 58. As a proximate result of Defendants' fraudulent conduct, Plaintiffs have suffered mental  
15 anguish, including intense paranoia, and pecuniary damages in excess of \$75,000.00. Plaintiffs  
16 further are entitled to punitive damages for Defendants' wanton and malicious conduct.

17 **THIRD CLAIM FOR RELIEF**

18 **NEGLIGENCE**

19 59. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
20 forth in the preceding paragraphs and further allege as follows:

21 60. Defendants owed Plaintiffs a duty to render substance abuse treatment to Jered in a manner  
22 that did not subject him to an unreasonable risk of harm. Defendants further had a duty of care to  
23 render reasonably safe and effective treatment to him.

24 61. Defendants breached these duties by: (i) instructing Jered to sit in a sauna for 6 hours per  
25 day while ingesting extreme dosages of Niacin and other vitamins; (ii) failing to staff the

1 Narconon treatment facility, and particularly the sauna, with any qualified medical personnel; (iii)  
2 failing to provide duly qualified counselors to administer treatment; and (iv) providing  
3 Scientology in lieu of substance abuse treatment.

4 62. As a proximate result of Defendant's breaches of the above duties, Plaintiffs have injuries  
5 and pecuniary damages in excess of \$75,000.00. Plaintiffs further are entitled to punitive damages  
6 for Defendants' wanton and malicious conduct.

7 **FOURTH CLAIM FOR RELIEF**

8 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

9 63. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
10 forth in the preceding paragraphs and further allege as follows:

11 64. Defendants engaged in extreme and outrageous conduct with the intention of causing, or  
12 with reckless disregard of the probability of causing Plaintiffs severe or extreme emotional  
13 distress. Defendant's extreme and outrageous conduct consisted of, *inter alia*: (i) providing  
14 Scientology in lieu drug treatment or substance abuse counseling; (ii) preying on Plaintiffs'  
15 vulnerabilities and attempting to recruit Plaintiff Jered Mowery into Scientology under the guise  
16 of providing drug treatment.

17 65. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiffs have  
18 suffered severe and extreme emotional distress way beyond what any person in a civilized society  
19 should be expected to endure. Plaintiffs have suffered mental anguish, including intense paranoia,  
20 and pecuniary injuries in excess of \$75,000.00. Plaintiffs further are entitled to punitive damages  
21 for Defendants' wanton and malicious conduct.

22 **FIFTH CLAIM FOR RELIEF**

23 **CIVIL RICO FOR MAIL AND WIRE FRAUD, 18 U.S.C. § 1964(c)**

24 66. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
25 forth in the preceding paragraphs and further allege as follows:

1 67. Plaintiffs have been injured by Defendants' conduct of an enterprise through a pattern of  
2 racketeering activity.

3 68. Defendants have engaged in a scheme to defraud Plaintiffs and countless others. In  
4 furtherance of that scheme, Defendants have committed countless acts of mail fraud and wire  
5 fraud under 18 U.S.C. § 1962 within the preceding ten years.

6 69. Defendants perpetrate this scheme as follows: When prospective patients or their loved  
7 ones are referred to Narconon, they then speak to an intake specialist. The intake specialist –  
8 following a script – makes claims that Narconon knows to be false and without scientific support  
9 such as the claims that Mike DiPalma made to Kenneth Mowery in this case on or about March  
10 29, 2013. These false claims include: (i) that NNC has a more than 75% success rate; (ii) that  
11 NNC's sauna program reduces or eliminates drug cravings by eliminating toxins from an addict's  
12 fatty tissue; (iii) that patients at NNC will receive extensive drug counseling; (iv) that the NNC  
13 program does not involve the study or practice any religion; and (v) that patients at NNC will be  
14 under the supervision of licensed physicians and other medical personnel.

15 70. As was the case here, Defendants often recruit prospective clients from different states in  
16 which the facility is located. For that reason, Defendants' use of the phones, wires, mail, and  
17 internet is integral to their fraudulent scheme.

18 71. Defendants also mail prospective clients such as Plaintiffs pamphlets making these same  
19 false claims to induce them to enter into the program. Defendants refer prospective patients to its  
20 website where these false claims are also made. NI and ABLE approve NNC's marketing  
21 materials and scripts that contain these false claims.

22 72. While a patient is undergoing the program, Defendants prepare the patient to become a  
23 NNC staff member following the patient's completion of the program. In doing so, the patient  
24 becomes a counselor for the next wave of incoming patients. This scheme allows Defendants to  
25

1 pay a patient-turned-counselor low wages and Defendants are spared the relatively higher cost of  
2 paying duly qualified addiction counselors.

3 73. In addition, Defendants use their treatment program as a recruiting tool for the Church of  
4 Scientology, as evidenced by Defendants' own documents, attached hereto as Exhibits C and D.

5 74. As a result of Defendants' racketeering activity, Plaintiffs have suffered pecuniary  
6 damages and other injuries.

7 **SIXTH CLAIM FOR RELIEF**

8 **INJUNCTIVE RELIEF UNDER CALIFORNIA UNFAIR COMPETITION ACT,**

9 **Cal. Bus. & Prof. Code § 17203**

10 75. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
11 forth in the preceding paragraphs and further allege as follows:

12 76. Defendants, both on their website at [www.redwoodcliffs.com](http://www.redwoodcliffs.com), and through their sales  
13 representative Mike DiPalma, advertised to Kenneth Mowery the following false statements of  
14 fact: (i) that the NNC program has over a 75% "success rate;" (ii) that Defendants' sauna program,  
15 the New Life Detoxification program, flushes residual drug toxins from a patient's tissues and  
16 thereby reduces or eliminates drug cravings; (iii) that the NNC or the Narconon treatment program  
17 has the highest "success rate" in the drug and alcohol rehabilitation field; and (iv) that NNC  
18 provides "cognitive behavior therapy" when, in fact, the courses and education NNC offers is  
19 nothing more than entry-level Scientology.

20 76. NI and ABLE control and approve NNC's advertising materials and scripts that  
21 salespersons such as Mike DiPalma use when speaking to prospective patients.

22 77. Defendants' marketing materials for NNC do not disclose that all rehabilitation materials  
23 used at NNC are the same materials persons beginning the study and practice of Scientology use.  
24 Further, the marketing materials for the New Life Detoxification Program do not disclose that it is  
25

1 based on the work of L. Ron Hubbard and is a Scientology ritual known as the “Purification  
2 Rundown.”

3 78. Plaintiffs have been injured by relying on Defendants’ false advertisements. Members of  
4 the public are likewise likely to be deceived by Defendants’ false and misleading advertising.

5 79. Defendants’ deceptive and unlawful business practices complained of herein continue to  
6 this day. Defendants repeatedly have shown that they will continue engaging in these deceptive  
7 and unlawful practices until they are judicially compelled to stop.

8 80. Accordingly, Plaintiffs request an injunction prohibiting Defendants from further engaging  
9 in the false and deceptive practices complained of herein.

10 **FIFTH CLAIM FOR RELIEF**

11 **NEGLIGENT MISREPRESENTATION**

12 81. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
13 forth in the preceding paragraphs and further allege as follows:

14 82. On or about March 29, 2013, Defendants made the following false representations of fact  
15 to Plaintiffs through their employee Mike DiPalma: (i) that the NNC program has a 75% success  
16 rate; (ii) that the NNC program is secular and does not involve the study or practice of any  
17 religion; (iii) that NNC is not in any way connected to the Church of Scientology; (iv) that  
18 Plaintiff Jered Mowery would receive counseling related to substance abuse at NNC; (v) that  
19 NNC’s sauna program, *i.e.*, the Purification Rundown, is safe and has been scientifically proven as  
20 effective; and (vi) that Plaintiff Jered Mowery would be under the supervision of counselors  
21 qualified to render drug and substance counseling.

22 83. Defendants made these representations of fact without using reasonable care.

23 84. Defendants knew that Kenneth Mowery would rely on these representations of fact.

24 85. Defendants made these statements to guide Kenneth Mowery in his business transaction  
25 with Defendants.

1 86. Plaintiffs relied on these false representations of fact to their detriment and have suffered  
2 damages in excess of \$75,000.00.

3 **EIGHTH CLAIM FOR RELIEF**

4 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

5 87. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set  
6 forth in the preceding paragraphs and further allege as follows:

7 88. The contract Plaintiff Kenneth Mowery entered into with Defendants for Defendants to  
8 provide Jered Mowery treatment contained an implied covenant of good faith and fair dealing.

9 89. Defendants acted unfaithfully to the purpose of the contract and Plaintiffs' justified  
10 expectations by, *inter alia*: (1) having Jered Mowery unwittingly study and practice Scientology in  
11 lieu of engaging in drug treatment; and (2) attempting to have Jered Mowery surrender his legal  
12 rights in exchange for services for which Kenneth Mowery had already provided consideration;  
13 and (3) persuading Kenneth Mowery to admit his son to the NNC program with promises that its  
14 sauna program would reduce or eliminate Jered's drug cravings by flushing toxins and then asking  
15 Jered at NNC to sign an acknowledgement that the sauna program is not a medical program and  
16 that it provides no physical gains.

17 90. As a consequence of Defendants' breaches, Plaintiffs have sustained damages.

18 **NINTH CLAIM FOR RELIEF**

19 **NEGLIGENCE PER SE**

20 91. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation  
21 set forth in the preceding paragraphs and further allege as follows:

22 92. Defendants performed medical procedures on Plaintiff Jered Mowery for which a medical  
23 license was required under Cal. Bus. & Prof. Code § 2264. Such procedures included (i) non-  
24 physicians instructing Plaintiff Jered Mowery to ingest extreme doses of Niacin while undergoing  
25

1 NNC's sauna program and (ii) non-physicians monitoring Plaintiff Jered Mowery as he physically  
2 withdrew from narcotics.

3 93. Plaintiff Jered Mowery is in the class of persons the license requirement under Cal. Bus.  
4 & Prof. Code § 2264 is intended to protect and the injury he sustained is of the type against which  
5 the statute is intended to protect.

6 94. As a proximate result of Defendants' breaches, Plaintiff has sustained injuries and  
7 damages.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs demand a jury trial on all issues triable.

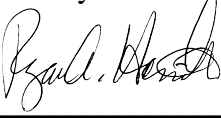
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for the following relief:

- 12 A. Judgment in favor of Plaintiffs and against Defendants for damages in such amounts as  
13 may be proven at trial;
- 14 B. Compensation for special, general, and treble damages;
- 15 C. Reasonable attorney's fees and costs of suit;
- 16 D. Interest at the statutory rate;
- 17 E. Punitive or exemplary damages against Defendant; and
- 18 F. All further relief, both legal and equitable, that the Court deems just and proper.

19 DATED this 13<sup>th</sup> day of May, 2014.

Respectfully submitted,

20   
By: \_\_\_\_\_

21  
22 RYAN A. HAMILTON, ESQ.  
Attorney for Plaintiffs