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10 dba REDWOOD CLIFFS

11 UNITED STATES DISTRICT COURT  
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 KENNETH MOWERY, an Oklahoma  
14 Citizen; and JERED MOWERY, an  
15 Oklahoma Citizen,

16 Plaintiffs,

17 v.

18 NARCONON of NORTHERN  
19 CALIFORNIA d/b/a REDWOOD CLIFFS;  
20 NARCONON INTERNATIONAL;  
21 ASSOCIATION OF BETTER LIVING AND  
22 EDUCATION INTERNATIONAL; and  
23 DOES 1-100, ROE Corporations I-X,  
24 inclusive.,

25 Defendants.

No. C14-02192 PSG

**DEFENDANT NARCONON'S NOTICE OF  
MOTION AND MOTION TO COMPEL  
ARBITRATION**

Date: September 2, 2014  
Time: 10:00 a.m.  
Courtroom: 5, 4th Floor

Complaint filed: May 13, 2014

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**NOTICE OF MOTION****TO PLAINTIFFS KENNETH MOWERY and JERED MOWERY:**

PLEASE TAKE NOTICE that on September 2, 2014 at 10:00 a.m. or as soon thereafter as the parties can be heard, in Department 5 of the above-referenced Court located at 280 South 1<sup>st</sup> Street, San Jose, California 95113, defendant Narconon of Northern California, dba Narconon Redwood Cliffs (“Narconon”) will and hereby does move the Court for an Order compelling Plaintiffs to mediate or arbitrate the claims set forth in their Complaint.

This motion will be made on the grounds that Plaintiffs and Narconon of Northern California entered into a valid written agreement to mediate/arbitrate all of the claims alleged by Plaintiffs. This motion is based on this notice, the attached memorandum of points and authorities, the declarations of Dennis P. Howell, Jesse Quaid, John Waterman and Dana Guernaccini, the files and records in this action, and any further evidence or argument that the Court may properly receive at or before the hearing.

DATED: July , 2014

GRUNSKY, EBEY, FARRAR & HOWELL

By                   /s/ Dennis P. Howell                  

Dennis P. Howell, Attorneys for Defendant  
Narconon of Northern California dba Narconon  
Redwood Cliffs

**MEMORANDUM OF POINTS AND AUTHORITIES****I. Introduction**

Plaintiff Kenneth Mowery (“Kenneth”) sues to recover \$35,500 he paid for his son, Plaintiff Jered Mowery (“Jered”, collectively “Plaintiffs”) to attend a state-licensed residential drug and alcohol treatment program operated by Defendant Narconon of Northern California dba Narconon Redwood Cliffs (“Narconon”). Jered apparently began treatment, but walked away before he had the opportunity to experience the benefits of the two to six-month long program. Jered sues to recover an unspecified amount of damages for emotional distress he allegedly experienced.

Prior to Jered’s admission to the program, both parties signed an “Agreement For Drug and Alcohol Rehabilitation Services” (the “Agreement”) prepared by Narconon. A copy of said

1 agreement is attached to and incorporated into Plaintiffs' complaint.<sup>1</sup> Because the parties agreed to  
 2 mediate and then arbitrate any dispute or claim "arising out of, relating to or involving this  
 3 Agreement," Defendant Narconon asks this Court to order the parties to mediate or arbitrate this  
 4 dispute, and to dismiss this litigation without prejudice.

## 5 **II. Background**

### 6 **A. Complaint Allegations:**

7 Plaintiffs allege that near the end of March 2013, Kenneth searched on the internet for a drug  
 8 rehabilitation facility for his son, Jered. He spoke to a representative from a website who referred him  
 9 to Narconon. Kenneth then spoke to Mike DiPalma, a Narconon "admissions counselor."  
 10 (Complaint ("Comp.") p. 3:14-21) DiPalma is alleged to have told Kenneth the program has "over a  
 11 75% success rate;" that Narconon's sauna program was proven to detoxify patients' bodies, and that  
 12 Jered would receive cognitive behavioral therapy from qualified counselors. (Comp. p. 4:2-5)

13 Based on these allegedly false representations, Kenneth "paid an upfront fee" of \$35,500, and  
 14 enrolled Jered in the program. (Comp. p. 4:6-7) Plaintiffs allege that after completing "medical  
 15 detox" at August West Family Services in Capitola, California. Jered was taken to the Narconon  
 16 facility in Watsonville. (Comp. p. 4:12-20)

17 Plaintiffs further allege that Jered's treatment consisted of reading books written by or based  
 18 on the works of, L. Ron Hubbard; "undergoing" Narconon's sauna program, exercising vigorously,  
 19 and ingesting vitamins. (Comp. p. 5:6-21) Jered alleges he was "scared" by the treatment and  
 20 pretended to have a family emergency in order to leave. (Comp. p. 8:18-20)

21 Plaintiffs' complaint contains claims for: (First Claim) breach of contract; (Second Claim)  
 22 fraud; (Third Claim) negligence; (Fourth Claim) intentional infliction of emotional distress; (Fifth  
 23 Claim) Civil Rico For Mail and Wire Fraud (18 U.S.C. § 1964(c)); (Sixth Claim) injunctive relief;  
 24 (Fifth Claim [sic]) negligent misrepresentation; (Eighth Claim) breach of the implied covenant of  
 25 good faith and fair dealing; (Ninth Claim) negligence per se.

26  
 27  
 28 <sup>1</sup> The copy of the Agreement attached to Plaintiffs' Complaint is signed by only Kenneth, as "guarantor." In support of this motion, Narconon has submitted a copy of the Agreement signed by Jered. See Declaration of Jesse Quaid, Exhibits A and B.

1 In addition to Narconon, Plaintiffs have also named the Association for Better Living and  
2 Education International (“ABLE”), and Narconon International, as defendants.

3 **B. The Arbitration Provision:**

4 As disclosed in its Agreement, Narconon is a fully licensed and accredited drug rehabilitation  
5 program with multiple facilities in California. Thousands of people have successfully completed the  
6 program and moved past their addictions to live healthier, more productive lives. The Agreement  
7 signed by Plaintiffs lays out in detail all aspects of Narconon’s program, and discloses that techniques  
8 used in the program are based on “specific discoveries involving problems of substance abuse and  
9 rehabilitation” made by L. Ron Hubbard, the founder of Scientology. (Comp. Ex. A, Agreement p. 1)  
10 Unfortunately, Jered chose to leave before completing the program, and before experiencing its  
11 benefits in his own life.

12 The parties’ Agreement contains the following “Dispute Resolution” provision (at p. 8 of the  
13 10-page agreement), which was personally initialed by both Kenneth and Jered:

14  
15 The Parties agree that any controversy, dispute or claim arising out of, relating to or involving  
16 this Agreement; or any breach, termination, interpretation or disagreement concerning the  
17 validity of the Agreement; or the enrollment or participation of the Student in the NNVB  
18 program, including any claim for personal injuries or wrongful death, and any claim for refund  
19 that cannot be promptly settled by direct communication shall first be submitted for resolution  
20 by mediation through a mediator to be agreed upon by all parties. If the Parties cannot agree on  
21 a mediator, either party may petition the appropriate court for selection of a mediator pursuant  
22 to California Code of Civil Procedure (CCP) section 1775.6. Each party shall share equally in  
23 the costs of the mediator. A party's request or petition for mediation must be in writing and  
24 must be submitted to the other party within one hundred eighty (180) days following the event  
25 giving rise to the dispute. The mediation shall take place in Santa Cruz County, California,  
26 before a single mediator, with the specific location agreed to by all parties.

27 If the best efforts of the Parties to mediate a resolution do not result in a settlement of their  
28 differences, then any remaining claim, dispute, or controversy shall be determined by **binding,**  
**non-appealable,** arbitration pursuant to CCP section 1280 et. seq. The arbitration shall take  
place in Santa Cruz County, California before a single arbitrator agreed upon by the Parties or,  
if no agreement, as selected by the court as provided in CCP sec. 1281.6. In the event of  
arbitration the decision of the arbitrator shall be binding and conclusive on the Parties and each  
party WAIVES THEIR RIGHT TO APPEAL except as allowed in CCP sec. 1285 et. seq.

1 This Agreement is intended to bind and benefit the Student's, heirs and successors, and any  
 2 and all Guarantors. Judgment on any award may be entered in any court having jurisdiction.  
 3 **Any right to jury trial is intentionally waived.** The costs of arbitration shall be in  
 4 accordance with CCP sec. 1284.2. Any demand for arbitration must be made within Ninety  
 5 (90) days after a failed mediation. *If no arbitration is demanded within Ninety (90) days of a  
 6 failed mediation, then all rights to sue, arbitrate, and recover damages which might  
 7 otherwise belong to the Student, the Guarantor and their heirs and successors shall be  
 8 barred forever without regard to the theory of recovery.* (emphasis in the original)

### 9 III. Legal Argument

#### 10 A. **The Court Should Grant Narconon's Motion to Compel Because The Parties Have 11 Agreed to Mediate/Arbitrate Any Dispute Or Claim Arising Out Of Or Relating To The 12 Agreement Or Jered's Participation in Narconon's Drug Treatment Program**

13 Pursuant to the above provision, Narconon has asked Plaintiffs to mediate or arbitrate this  
 14 dispute, but Plaintiffs have refused to do so. (See Declaration of Dennis P. Howell, Exhibits A and B)  
 15 Narconon asks this Court to order this matter to mediation or arbitration pursuant to the terms of the  
 16 parties' agreement.<sup>2</sup>

17 The Federal Arbitration Act ("FAA") provides that agreements to arbitrate are "valid,  
 18 irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of  
 19 any contract." 9 U.S.C. § 2. That statute reflects an "emphatic federal policy" in favor of arbitration.  
 20 *Marmet Health Care Ctr., Inc. v. Brown*, 132 S. Ct. 1201, 1203 (2012) (per curiam) (citation omitted).  
 21 Its purpose is to "ensur[e] that private arbitration agreements are enforced." *Mortensen v. Bresnan  
 22 Commc'ns, LLC*, 722 F.3d 1151, 1159 (9th Cir. 2013) (quoting *AT&T Mobility LLC v. Concepcion*,  
 23 131 S. Ct. 1740, 1748 (2011)). "In line with these principles, courts must place arbitration agreements  
 24 on an equal footing with other contracts, and enforce them according to their terms." *AT&T Mobility  
 25 LLC*, 131 S. Ct. at 1745; *Goldman, Sachs & Co. v. City of Reno*, 747 F.3d 733, 739 (9th Cir. 2014).

26 \_\_\_\_\_  
 27 <sup>2</sup> The Agreement calls for mediation of any disputes arising out of the Agreement or Jered's  
 28 enrollment or participation in the program. If the parties are unable to reach agreement as the result of  
 mediation, the matter shall be submitted to binding arbitration. Mediation requires cooperation by all  
 parties. If Plaintiffs are unwilling to mediate, Narconon will agree to arbitration in the first instance.



1 A party to an arbitration agreement may move to compel arbitration when the other party  
2 "unequivocally refuses to arbitrate, either by failing to comply with an arbitration demand or by  
3 otherwise unambiguously manifesting an intention not to arbitrate." *Paine Webber, Inc. v. Faragalli*,  
4 61 F.3d 1063, 1066 (3d Cir. 1995); 9 U.S.C. § 4. If the court is satisfied that the agreement covers the  
5 dispute in question and a valid agreement to arbitrate exists, the court must issue an order directing the  
6 matter to arbitration. 9 U.S.C. § 4; see also *Chiron Corp v. Ortho Diagnostic Sys., Inc.*, 207 F.3d  
7 1126, 1130 (9th Cir. 2000) (The court's role is limited to determining whether a valid agreement to  
8 arbitrate exists and whether the agreement encompasses the dispute at issue.).

9 The FAA provides that arbitration must proceed "in accordance with the terms of the  
10 agreement" and take place "within the district in which the petition for an order directing such  
11 arbitration is filed." 9 USC § 4; see *Sterling Financial Inv. Group, Inc. v. Hammer*, 393 F.3d 1223,  
12 1225 (11<sup>th</sup> Cir. 2004).) Moreover, section 3 of the FAA provides that if a court determines that an  
13 agreement is subject to arbitration, it will stay litigation. "Upon being satisfied that the issue involved  
14 . . . is referable to arbitration under such an agreement, [the court] shall on application of one of the  
15 parties stay the trial of the action until such arbitration has been had." 9 U.S.C. § 3. *Ellison Framing,*  
16 *Inc. v. Zurich Am. Ins. Co.*, 805 F. Supp. 2d 1006, 1009-1010 (E.D. Cal. 2011) When all of the issues  
17 contained in pending litigation are to be submitted to arbitration, the action may be *dismissed* rather  
18 than *stayed*. *Sparling v. Hoffman Constr. Co.*, 864 F.2d 635, 638 (9<sup>th</sup> Cir. 1988); *Fedmet Corp. v. M/V*  
19 *Buyalyk*, 194 F.3d 674, 676 (5<sup>th</sup> Cir. 1999).

20 The parties agreed inter alia, that "any controversy, dispute or claim arising out of, relating to  
21 or involving" their agreement, or "the enrollment or participation of the Student" in Narconon's  
22 program, "including any claim for personal injuries or wrongful death, and any claim for refund that  
23 cannot be promptly settled by direct communication shall first be submitted for resolution by  
24 mediation through a mediator to be agreed upon by the Parties." If the parties cannot agree on a  
25 mediator, the Agreement provides that either party may petition the "appropriate court" for selection  
26 of a mediator. If mediation does not resolve the parties' dispute, the parties agreed to participate in  
27 binding arbitration.

28

1 The agreement requires that the mediation/arbitration take place in Santa Cruz County before a  
 2 single mediator/arbitrator agreed to by the parties. Should the parties be unable to agree on a  
 3 mediator/arbitrator, the agreement specifies a mediator or arbitrator may be selected by the Court  
 4 pursuant to California Code of Civil Procedure sections 1775.6 (mediation), and 1281.6 (arbitration).

5 Here, all of Plaintiffs' claims fall within the scope of the mediation/arbitration clause. All  
 6 arise out of the same facts and circumstances, and the parties agreed to contractually mediate, and  
 7 arbitrate if necessary, "any dispute arising out of or relating to" their agreement." Accordingly, the  
 8 Court should order that this matter be submitted to mediation/arbitration. Narconon requests that this  
 9 Court stay this action for 30 days to allow the parties to agree on a mediator or arbitrator. Should the  
 10 parties be unable to come to agreement, Narconon will ask the court to appoint a mediator/arbitrator  
 11 pursuant to the terms of the Agreement. Once a mediator/arbitrator is agreed upon or appointed,  
 12 Narconon asks that this matter be dismissed. See *Open Road Ventures, LLC v. Daniel*, 2009 U.S.  
 13 Dist. LEXIS 110777.

14 **B. The Agreement to Mediate and Arbitrate Is Neither Substantively Nor Procedurally**  
 15 **Unconscionable**

16 Under the FAA, arbitration agreements "shall be valid, irrevocable, and enforceable, save upon  
 17 such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. In analyzing  
 18 whether an arbitration agreement is valid and enforceable, "generally applicable contract defenses,  
 19 such as fraud, duress, or unconscionability, may be applied to invalidate arbitration agreements  
 20 without contravening § 2." *Doctor's Assocs., Inc. v. Casarotto*, 116 S. Ct. 1652 (1996); *Nagrampa v.*  
 21 *MailCoups, Inc.*, 469 F.3d 1257, 1268 (9th Cir. Cal. 2006).

22 Plaintiffs in their complaint allege the arbitration clause is "unenforceable, *inter alia*, on the  
 23 grounds of procedural and substantive unconscionability. (Complaint ¶ 25, p. 4: 21-24)

24 When the crux of the complaint is not the invalidity of the contract as a whole, but rather the  
 25 arbitration provision itself, then the federal courts must decide whether the arbitration provision is  
 26 invalid and unenforceable under 9 U.S.C. § 2 of the FAA. See *Buckeye Check Cashing, Inc. v.*  
 27 *Cardegna*, 126 S. Ct.1204, 1209-10 (2006).

28 The Agreement contains a choice of law provision, specifying that the Agreement "shall be

1 governed by and construed in accordance with the laws of the State of California that would apply if  
 2 all parties were residents of California and this Agreement was made and performed in California.”  
 3 (Complaint Exh. A, p. 9.) Therefore this Court should apply California law in determining whether  
 4 the arbitration clause is unconscionable. See *Nagramp*, 469 F.3d at 1267.

5 California courts analyze contract provisions for both procedural and substantive  
 6 unconscionability. See *Armendariz v. Found. Health Psychcare Servs., Inc.*, 24 Cal. 4th 83, 114  
 7 (2000). In California, the "prevailing view" is that procedural unconscionability and substantive  
 8 unconscionability need not both be present to the same degree: "Essentially a sliding scale is invoked  
 9 which disregards the regularity of the procedural process of the contract formation . . . in proportion to  
 10 the greater harshness or unreasonableness of the substantive terms themselves." *Id.* (quoting 15  
 11 Williston on Contracts § 1763A, at 226-27 (3d ed. 1972)). "In other words, the more substantively  
 12 oppressive the contract term, the less evidence of procedural unconscionability is required to come to  
 13 the conclusion that the term is unenforceable, and vice versa." *Id.*; see also *Mercurio v. Superior Court*,  
 14 96 Cal. App. 4th 167, 175 (2002) If Plaintiffs oppose arbitration, they have the burden of proving that  
 15 the arbitration provision is unconscionable. *Szetela v. Discover Bank*, 97 Cal.App.4th 1094, 1099  
 16 (2002).

17 The core concern of unconscionability doctrine is the “absence of meaningful choice on the  
 18 part of one of the parties together with contract terms which are unreasonably favorable to the other  
 19 party.” *Sonic-Calabasas A, Inc. v. Moreno*, 57 Cal. 4th 1109, 1145 (2013)

### 20 **1. The Agreement to Arbitrate is Not Procedurally Unconscionable**

21 Procedural unconscionability analysis focuses on "'oppression' or 'surprise.'" *Flores v.*  
 22 *Transamerica HomeFirst, Inc.*, 93 Cal. App. 4th 846, 853 (2001). "Oppression arises from an  
 23 inequality of bargaining power that results in no real negotiation and an absence of meaningful  
 24 choice," while "[s]urprise involves the extent to which the supposedly agreed-upon terms are hidden  
 25 in a prolix printed form drafted by the party seeking to enforce them." *Id.* (citing *A & M Produce Co.*  
 26 *v. FMC Corp.*, 135 Cal. App. 3d 473, 486 (1982)).

27 The arbitration provision is contained on page 8 of the parties' Agreement. The heading is in  
 28 bold type. Language in the provision states that the arbitration is **binding, non-appealable** is

1 highlighted and underlined. Plaintiffs each initialed the arbitration provision, indicating they were  
2 aware of it.

3 Moreover, as explained in the accompanying declarations, there was no “oppression” or  
4 “surprise” involved in the signing of this Agreement. As explained by Dana Guernaccini in her  
5 declaration, she e-mailed the Agreement to Kenneth, and then communicated with him by telephone  
6 and by e-mail, answering his questions regarding the Agreement. Kenneth signed the Agreement and  
7 returned it to Narconon. See Declaration of Dana Guernaccini. John Waterman then signed the  
8 Agreement on behalf of Narconon. See Declaration of John Waterman and Exhibit A attached  
9 thereto.

10 As explained by Jesse Quaid (“Quaid”) in his declaration, he met with Jered upon admission,  
11 after Jered had completed a medical detoxification program. Quaid reviewed the Agreement with  
12 Jered, answered his questions, and then they both signed the Agreement. See Declaration of Jesse  
13 Quaid, and Exhibits A and B attached thereto.

14 Plaintiffs alleged they researched drug treatment programs on line before they chose to  
15 participate in Narconon’s program. As evidenced by Narconon’s declarations, Narconon employees  
16 communicated directly with each plaintiff, answering questions about the Agreement before copies of  
17 the Agreement were signed by each plaintiff. Plaintiffs chose to participate in Narconon rather than  
18 another drug treatment program. There was no “absence of meaningful choice,” and no procedural  
19 unconscionability.

## 20 **2. The Agreement To Mediate and Arbitrate Is Not Substantively Unconscionable**

21 An arbitration provision is substantively unconscionable if it is "overly harsh" or generates  
22 “one-sided results.” *Armendariz*, 24 Cal. 4th at 114. “The paramount consideration in assessing  
23 [substantive] conscionability is mutuality.” *Abramson v. Juniper Networks, Inc.* 115 Cal. App. 4<sup>th</sup> 638,  
24 657 (2004). California law requires an arbitration agreement to have a "modicum of bilaterality." See  
25 *Armendariz*, 24 Cal. 4th at 117.

26 The provision at bar is *not* substantively unconscionable. The provisions and obligations  
27 under the clause are *bilateral*. They fall to each side equally. The clause provides that the parties shall  
28 “agree” on the choice of a mediator. If they cannot agree, either party can compel the court to appoint

1 a mediator. “Each party shall share equally in the costs of the mediator.” If the parties fail to reach an  
2 agreement in mediation, the clause requires the parties to participate in arbitration. The provision  
3 requires that the costs of the arbitration be borne in accordance with California law as reflected in  
4 Code of Civil Procedure section 1284.2 (each party to pay his “pro rata share” of the arbitrator’s  
5 expenses, and each party to bear their own counsel and witness fees).

6 Narconon anticipates Plaintiffs will argue the provision is substantively unconscionable  
7 because it requires them to mediate/arbitrate their dispute in Santa Cruz, California. Although  
8 Plaintiffs apparently reside in Oklahoma, there is nothing unconscionable about requiring them to  
9 resolve their claims in Santa Cruz where Narconon is located. Plaintiffs sought out Narconon via the  
10 internet and the parties chose to have Jered come to California for treatment. The Agreement does not  
11 require Plaintiffs to mediate/arbitrate in some distant city unrelated to the dispute. Plaintiffs have in  
12 fact sued Narconon in the Northern District Court of California—which is located close to Santa Cruz.  
13 There is no additional burden in requiring Plaintiffs to arbitrate their dispute in Santa Cruz County.  
14 Moreover, California is the proper state in which to sue Narconon, and Santa Cruz County would be  
15 the proper venue, had Plaintiffs chosen to file their lawsuit in state court.

### 16 **C. All Of Plaintiffs’ Claims Are Subject To Mediation/Arbitration**

17 The language in the arbitration clause is broad enough to cover *all* of Plaintiffs’ claims for  
18 both breach of contract and tort. The clause provides that all parties agree that any controversy,  
19 dispute or claim “arising out of, relating to or involving this Agreement” including any claim for  
20 personal injuries or wrongful death” is subject to the mediation/arbitration clause. Courts interpret an  
21 arbitration provision containing the language “arising out of and or relating to” as a “broad arbitration  
22 clause.” *Bosinger v. Phillips Plastics Corp.*, 57 F. Supp. 2d 986, 993 (S.D. Cal. 1999) “Any dispute  
23 between contracting parties that is in any way connected with their contract could be said to ‘arise out  
24 of their agreement’ and thus be subject to arbitration under a provision employing this language.” *Id.*  
25 “A plaintiff may not avoid an otherwise valid arbitration provision merely by casing its complaint in  
26 tort.” *Id.*

27 The FAA includes no exceptions for any particular type of claim. Arbitration provisions in  
28 any contract affecting commerce must be enforced without regard to the nature of the claim or

1 dispute. *Marmet Health care Ctr., Inc. v. Brown*, 132 S.Ct. at 1203 (per curiam). There is no  
 2 exception for personal injury or wrongful death claims. (*Ibid.*) Case law also mandates that  
 3 Plaintiffs' RICO claim, as well as their state claims, must be submitted to arbitration pursuant to the  
 4 Agreement and the Arbitration Act. See *Hall v. Prudential-Bache Secur., Inc.*, 662 F. Supp. 468, 474  
 5 (C.D. Cal. 1987)

6 Even if this Court were to determine that not all of Plaintiffs' claims are arbitrable, under the  
 7 FAA, a court may not completely refuse to compel arbitration on the ground that some claims may be  
 8 resolved without arbitration. *KPMG LLP v. Cocchi*, 132 S.Ct. 23, 26 (2011) (per curiam)

#### 9 **IV. Conclusion**

10 For all of the above reasons, Narconon asks this Court to stay this action for 30 days while the  
 11 parties attempt to agree on a mediator or arbitrator to resolve this dispute. Should the parties be  
 12 unable to agree on the selection of a mediator/arbitrator, Narconon asks this Court to appoint a  
 13 mediator or arbitrator pursuant to the terms of the parties' Agreement and to order that this action be  
 14 dismissed.

15 DATED: July 15, 2014

GRUNSKY, EBAY, FARRAR & HOWELL

17 By                   /s/                    
 18 Dennis P. Howell, Attorneys for Defendant  
 19 Narconon of Northern California dba Narconon  
 20 Redwood Cliffs