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6 *Attorney for the plaintiffs*
Robin Jones, James Ramirez, Sr., and James Ramirez, Jr.

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

10 ROBIN JONES, a Missouri Citizen; JAMES
RAMIREZ, SR., a Missouri Citizen; and JAMES
11 RAMIREZ, JR., a Missouri Citizen,

12 Plaintiffs,

13 vs.

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

17 Defendants.

Case No.

COMPLAINT AND JURY DEMAND

18
19
20 Plaintiffs Robin Jones, James Ramirez, Sr., and James Ramirez, Jr. (“Plaintiffs”), by and
21 through their counsel, Ryan Hamilton of HAMILTON LAW, LLC, allege the following:

22 **I.**

23 **PARTIES**

24 1. Plaintiffs were, and at all relevant times to this Complaint are, citizens of Missouri.
25

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

5 3. Defendant Narconon International (“NI”) is a California corporation with its headquarters
6 in Los Angeles, California.

7 4. NI is the parent/licensor of NNC. NI exercises control over the time, manner, and method
8 of NNC’s operations.

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

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

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

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

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

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

3 **II.**

4 **JURISDICTION AND VENUE**

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

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

10 **III.**

11 **FACTUAL ALLEGATIONS**

12 13. On or about January 9, 2014, Plaintiff Robin Jones was searching on the Internet for a drug
13 rehabilitation facility for her son, Plaintiff James Ramirez, Jr. (“Jimmy”). She found a generic
14 website that purported to provide help finding an appropriate facility. She spoke to a
15 representative from that website who referred to speak to someone at Redwood Cliffs.

16 14. Robin spoke to NNC representative Mike DiPalma. DiPalma did not refer to the program
17 as Narconon, but only as “Redwood Cliffs.”

18 15. DiPalma represented to Robin that the “Redwood Cliffs” program has more than a 76 %
19 success rate.

20 16. DiPalma represented that there would be a licensed physician on the premises to care for
21 her son. DiPalma further represented that Jimmy would receive extensive counseling for substance
22 abuse in a state-of-the art facility.

23 17. DiPalma represented to Robin that the treatment program is so successful because of its
24 sauna program. DiPalma represented to Robin that the sauna program Redwood Cliffs offers
25

1 would flush the residual drug toxins stored in Jimmy’s fatty tissue and thereby reduce or eliminate
2 his substance abuse cravings.

3 18. DiPalma referred to Robin to the program’s website, www.redwoodcliffs.com, where these
4 same false claims were repeated.

5 21. Based on these false representations, Plaintiffs Robin Jones and James Ramirez, Sr. paid
6 NNC \$35,500.00 to provide drug and alcohol treatment to their son, Jimmy.

7 22. Plaintiffs also executed the contract attached hereto as **Exhibit A**. Although the contract
8 contains an arbitration clause, the clause is unenforceable, *inter alia*, on the grounds of procedural
9 and substantive unconscionability.

10 23. The contract warrants that the NNC program is “secular and not associated with any
11 religion.” This is false. NNC had Jimmy unwittingly studying and practicing Scientology under
12 the guise of providing him drug and alcohol treatment.

13 29. NNC had Jimmy study eight books written by, or based on the works of, L. Ron Hubbard.
14 The books teach Scientology doctrines and concepts. The books do not have any apparent
15 connection to the treatment of substance abuse.

16 30. The material contained in the books NNC provided Jimmy to study contained the same
17 material as what persons entering into the Scientology study.

18 31. NNC did not provide Jimmy any substance abuse treatment despite its promises to
19 Plaintiffs he would receive extensive counseling.

20 32. NNC also had Jimmy undergo its sauna program, what NNC calls the “New Life
21 Detoxication” program.

22 33. NNC’s “New Life Detoxification” program is identical to the Scientology ritual known as
23 “Purification Rundown,” or the “Purif.” Beginning Scientologists are required to go through
24 Purification Rundown.
25

1 34 Under the New Life Detoxification program, students first exercise vigorously before
2 entering the sauna each day. On entering the sauna, NNC requires each student to ingest
3 increasing doses of Niacin and a “vitamin bomb.” NNC increased Jimmy’s dosages of Niacin
4 well beyond the recommended daily allowance.

5 35. NNC requires students to spend six hours per day for five weeks in a sauna at temperatures
6 between 160 and 180 degrees Fahrenheit.

7 36. There were no medical personnel such as doctors, nurses, LPNs, or nurse practitioners as
8 Jimmy participated in the sauna program.

9 37. NNC claimed that the New Life Detoxification Program has been scientifically shown to
10 flush out residual drug toxins stored in fatty tissue thereby reducing or eliminating a person’s drug
11 cravings.

12 38. Not only does the New Life Detoxification Program fail to live up to NNC’s claims about
13 its benefits, the sauna program is dangerous. By having Jimmy ingest extreme doses of Niacin and
14 other vitamins while sitting in extreme temperatures for hours, the sauna program unnecessarily
15 exposed him to serious health risks.

16 39. In a prior lawsuit, Dr. Louis A. Casal, an expert **retained by** Narconon International and
17 Narconon of Northern Georgia in a wrongful death suit filed against those entities, testified at his
18 deposition. The relevant portions of Dr. Casal’s deposition testimony are attached hereto as
19 **Exhibit B**. When asked under oath about the New Life Detoxification program, he testified that
20 there is no scientific basis for the notion that sweating in a sauna detoxifies a person’s body or
21 treats addiction:

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

24 A. [Dr. Casal] Yes, I have.
25

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

3 A. True.

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

6 A. You're correct.

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

9 A. I agree.

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

11 40. Despite their own expert's admission that there is no scientific basis for the idea that
12 patients sweating in the New Life Detoxification Program treats addiction, NNC continues to
13 represent to prospective patients, as they did to Plaintiffs, that the New Life Detoxification has
14 been "scientifically and medically proven" as effective.

15 41. Narconon claims a success rate of over 70% for all Narconon centers, including Narconon
16 of Northern California d/b/a Redwood Cliffs. Narconon International has published no studies or
17 other verifiable evidence to support their claimed success rates.

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

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

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

23 Q. Yeah, it's -- it's a real big number.

24 A. It's a big number.

25 Q. And it's completely inconsistent –

1 A. I – I hope it’s true, but, I mean, I would need some convincing.

2 ...

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

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

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

8 43. Defendants are well aware that there is no support for NNC’s claimed success rate, but
9 nonetheless advertised a more than 70% success rate to Plaintiffs despite that awareness.

10 44. Narconon documents indicate that the Narconon program is used to recruit patients into the
11 Church of Scientology. For example, a Narconon titled the “Narconon Technical Line-Up”
12 provides a flow chart of a patient’s experience into and through the Narconon program. The
13 document shows that when a patient finishes the Narconon program, the patient is to be “route[d]
14 to the nearest Org for further services if the individual so desires.” “Org” is Scientology jargon for
15 an individual church providing services for the Church of Scientology. A copy of the “Narconon
16 Technical Line-up” is attached hereto as **Exhibit C**.

17 45. Narconon considers its program to be the “Bridge to the Bridge.” That is, Narconon
18 considers its program to be an initial step into getting on Scientology’s “Bridge to Total
19 Freedom,” the key spiritual journey that practitioners of the Scientology religion undertake. See,
20 e.g., “Narconon News, 1974, Volume 6, Issue 3: Narconon Is The Bridge to The Bridge,” attached
21 hereto as **Exhibit D**.

22 46. Despite NNC’s representations that Jimmy would receive counseling, at no point did staff
23 ever speak to Jimmy about the specifics of his life or his drug use and its causes. In fact, no one at
24 NNC ever spoke to Jimmy about his substance abuse at all.

25 47. Instead, counselors at the NNC center attempted to treat Jimmy using only Scientology.

1 48. NNC transferred Jimmy to from its facility near Watsonville, California to its facility near
2 Lake Tahoe, California known as “Emerald Pines.”

3 49. Because he was not receiving anything resembling treatment and because he did not feel
4 safe at NNC’s facility, Jimmy left NNC with a group of patients.

5 50. Jimmy and the other patients walked to town from the facility. They found lodging while
6 they made travel plans to return to their respective home states.

7 51. NNC staff camped outside their hotel room, followed them around town, and repeatedly
8 harassed Jimmy and the other patients.

9 52. Jimmy and the others were forced to ask local police to get NNC staff to leave them alone.
10

11 **ALTER EGO LIABILITY**

12 53. 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 54. Defendants NNC and NI have all appearances of being a corporate sham illusion and mere
15 instrumentalities of Defendant ABLE.

16 55. ABLE heavily influences NNC and NI and governs and controls nearly every aspect of
17 their business activities.

18 56. There is such unity of interest and ownership among NNC, NI, and ABLE that they are
19 inseparable from one another.

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

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

1 **FIRST CLAIM FOR RELIEF**

2 **BREACH OF CONTRACT**

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

5 60. Defendants contracted with Plaintiffs Robin Jones and James Ramirez, Sr., to provide
6 Jimmy, in exchange for consideration, secular, residential drug and alcohol treatment.

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

9 62. Defendants' breaches have caused Plaintiffs to suffer damages in excess of \$75,000.00.

10 **SECOND CLAIM FOR RELIEF**

11 **FRAUD**

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

14 64. The following is a non-exhaustive list of false representations Defendants knowingly
15 made to the Plaintiffs: (i) that the NNC program has a 76% success rate; (ii) that the NNC
16 program is secular and does not involve the study or practice of any religion; (iii) that Jimmy
17 would receive counseling related to substance abuse; (iv) that NNC's sauna program, *i.e.*, the
18 Purification Rundown, is safe and has been scientifically shown to be effective; and (v) that
19 Jimmy would be under the supervision of doctors or nurses during the program.

20 65. Mike DiPalma, an NNC employee, made these statements to Plaintiff Robin Jones on or
21 about January 9, 2014, to induce her to admit her son to NNC. NNC also made these statements on
22 its website, www.redwoodcliffs.com, and DiPalma directed Plaintiffs to the site. NNC staff made
23 these same false representations to Plaintiffs throughout Jimmy's stay at NNC.

24 66. Had Plaintiffs known that any of the above representations Defendants made were false,
25 they would not have admitted Jimmy to NNC.

1 67. As a proximate result of Defendants' fraudulent conduct, Plaintiffs have suffered injuries
2 and pecuniary damages in excess of \$75,000.00.

3 **THIRD CLAIM FOR RELIEF**

4 **NEGLIGENCE**

5 68. 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 69. Defendants owed Plaintiffs a duty to render substance abuse treatment to Jimmy in a
8 manner that did not subject him to an unreasonable risk of harm. Defendants further had a duty of
9 care to render reasonably safe and effective treatment to him.

10 70. Defendants breached these duties by: (i) instructing Jimmy to sit in a sauna for 6 hours per
11 day for five weeks while ingesting extreme dosages of Niacin and other vitamins; (ii) failing to
12 staff the NNC treatment facility, and particularly the sauna, with any qualified medical personnel;
13 (iii) failing to provide duly qualified counselors to administer treatment; and (iv) providing Jimmy
14 Scientology in lieu of substance abuse treatment.

15 71. As a proximate result of Defendants' breaches of the above duties, Plaintiffs suffered
16 damages and injuries in excess of \$75,000.00.

17 **FOURTH CLAIM FOR RELIEF**

18 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

19 72. 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 73. Defendants engaged in extreme and outrageous conduct with the intention of causing, or
22 with reckless disregard of the probability of causing Plaintiffs severe or extreme emotional
23 distress. Defendants' extreme and outrageous conduct consisted of, *inter alia*: (i) providing Jimmy
24 Scientology in lieu drug treatment or substance abuse counseling; and (ii) preying on Plaintiffs'
25

1 vulnerabilities and attempting to recruit Jimmy into Scientology under the guise of providing drug
2 treatment.

3 74. As a proximate result of Defendants' extreme and outrageous conduct, Jimmy has suffered
4 severe and extreme emotional distress way beyond what any person in a civilized society should
5 be expected to endure.

6 **FIFTH CLAIM FOR RELIEF**

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

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

10 76. Plaintiffs have been injured by Defendants' conduct of an enterprise through a pattern of
11 racketeering activity.

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

15 78. Defendants perpetrate this scheme as follows: When prospective patients or their loved
16 ones are referred to NNC, they then speak to an intake specialist. The intake specialist – following
17 a script – makes claims that NNC knows to be false and without scientific support such as the
18 claims that Mike DiPalma made to Plaintiff Robin Jones in this case on or about January 9, 2014.
19 These false claims include: (i) that NNC has a more than 76% success rate; (ii) that NNC's sauna
20 program reduces or eliminates drug cravings by eliminating toxins from an addict's fatty tissue;
21 (iii) that patients at NNC will receive extensive drug counseling; (iv) that the NNC program does
22 not involve any religion; and (v) that patients at NNC will be under the supervision of licensed
23 physicians and other medical personnel.

24 79. Defendants also mail prospective clients such as Plaintiffs pamphlets making these same
25 false claims to induce them to enter into the program. Defendants refer prospective patients to its

1 website where these false claims are also made. NI and ABLE approve NNC's marketing
2 materials and scripts that contain these false claims.

3 80. While a patient is undergoing the program, Defendants prepares the patient to become a
4 Narconon staff member following the patient's completion of the program. In doing so, the patient
5 becomes a counselor for the next wave of incoming patients. This scheme allows Defendants to
6 pay a patient-turned-counselor low wages and Defendants are spared the relatively higher cost of
7 paying duly qualified addiction counselors.

8 81. As was the case here, Defendants often recruit prospective clients from different states in
9 which the facility is located. For that reason, Defendants' use of the phones, wires, mail, and
10 Internet is integral to their fraudulent scheme.

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

13 83. As a result of Defendants' racketeering activity, Plaintiffs have suffered pecuniary
14 damages and injuries.

15 **SIXTH CLAIM FOR RELIEF**

16 **NEGLIGENT MISREPRESENTATION**

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

19 85. The following is a non-exhaustive list of false representations Defendants made to the
20 Plaintiffs: (i) that the NNC program has a 76% success rate; (ii) that the NNC program is secular
21 and does not involve the study or practice of any religion; (iii) that Jimmy would receive
22 counseling related to substance abuse; (iv) that NNC's sauna program, *i.e.*, the Purification
23 Rundown, is safe and has been scientifically shown to be effective; and (v) that Jimmy would be
24 under the supervision of doctors or nurses during the program.

1 86. Mike DiPalma, a NNC employee, made these statements to Plaintiffs on or about January
2 9, 2014, to induce Plaintiffs to admit Jimmy to NNC. NNC also made these statements on their
3 website, www.redwoodcliffs.com, and DiPalma directed Plaintiffs to the site. NNC staff made
4 these same false representations to Plaintiffs throughout Jimmy stay at NNC.

5 87. Defendants made these statements to Plaintiff Robin Jones in the course of their business.
6 These statements were for Plaintiffs' guidance in their transaction with Defendants.

7 88. Defendants made these statements without exercising reasonable care. Plaintiffs relied on
8 these false statements of fact resulting in substantial pecuniary loss and other injuries to Plaintiffs

9 89. Defendants made these representations without using reasonable care.

10 **SEVENTH CLAIM FOR RELIEF**

11 **NEGLIGENCE PER SE**

12 90. 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 91. Defendants performed procedures on Jimmy for which a medical license was required
15 under Cal. Bus. & Prof. Code § 2264. Such procedures included (i) non-physicians instructing
16 Jimmy to ingest extreme doses of Niacin while undergoing NNC's sauna program and (ii) non-
17 physicians monitoring Jimmy as he physically withdrew from narcotics.

18 92. Plaintiff Jimmy Ramirez is in the class of persons the license requirement under Cal. Bus.
19 & Prof. Code § 2264 is intended to protect and the injury he sustained is of the type against which
20 the statute is intended to protect.

21 93. As a proximate result of Defendants' breaches, Plaintiff has sustained injuries and
22 damages.

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EIGHTH CLAIM FOR RELIEF

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

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

95. The contract Plaintiffs entered into with Defendants for Defendants to provide treatment to Jimmy contained an implied covenant of good faith and fair dealing.

96. Defendants acted unfaithfully to the purpose of the contract and Plaintiffs justified expectations by, *inter alia*: (1) having Jimmy unwittingly study and practice Scientology in lieu of engaging in drug treatment; and (2) attempting to have Jimmy surrender his legal rights in exchange for services for which Plaintiffs had already provided consideration; and (3) persuading Plaintiff Robin Jones to send Jimmy to NNC with promises that NNC’s sauna program would reduce or eliminate his drug cravings by flushing toxins and then asking Jimmy at NNC to sign an acknowledgement that the sauna program is not a medical program and that it provides no physical gains.

97. As a consequence of Defendants’ breaches, Plaintiffs have suffered damages.

NINTH CLAIM FOR RELIEF

INJUCTIVE RELIEF UNDER CALIFORNIA UNFAIR COMPETITION ACT,

Cal. Bus. & Prof. Code § 17203

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

99. Defendants, both on their website at www.redwoodcliffs.com, and through their sales representative Mike DiPalma, advertised to Plaintiff Robin Jones the following false statements of fact: (i) that the NNC program has a 76% “success rate;” (ii) that Defendants’ sauna program, the New Life Detoxification program, flushes residual drug toxins from a patient’s tissues and thereby

1 reduces or eliminates drug cravings; (iii) that the NNC or the Narconon treatment program has the
2 highest “success rate” in the drug and alcohol rehabilitation field; and (iv) that NNC provides
3 “cognitive behavior therapy” when, in fact, the courses and education NNC offers is nothing more
4 than entry-level Scientology.

5 100. NI and ABLE control and approve NNC’s advertising materials and scripts that
6 salespersons such as Mike DiPalma use when speaking to prospective patients.

7 101. Defendants’ marketing materials for NNC do not disclose that all rehabilitation materials
8 used at NNC are the same materials persons beginning the study and practice of Scientology use.
9 Further, the marketing materials for the New Life Detoxification Program do not disclose that it is
10 based on the work of L. Ron Hubbard and is a Scientology ritual known as the “Purification
11 Rundown.”

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

14 103. Defendants’ deceptive and unlawful business practices complained of herein continue to
15 this day. Defendants repeatedly have shown that they will continue engaging in these deceptive
16 and unlawful practices until they are judicially compelled to stop.

17 104. Accordingly, Plaintiffs request an injunction prohibiting Defendants from further
18 engaging in the false and deceptive practices complained of herein.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs demand a jury trial on all issues triable.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for the following relief:

- 23 A. Judgment in favor of Plaintiffs and against Defendants for damages in such amounts as
24 may be proven at trial;
- 25 B. Compensation for special, general damages, and treble damages;

- 1 C. Reasonable attorney's fees and costs of suit;
2 D. Interest at the statutory rate;
3 E. Punitive or exemplary damages against Defendant;
4 F. All further relief, both legal and equitable, that the Court deems just and proper.

5 DATED this May 19, 2014.

6 Respectfully submitted,

7
8 By: /s/ Ryan A. Hamilton

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17 *Attorney for Plaintiffs*
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