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11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF FLORIDA**

14 LUCY GUIDOTTI,
15
Plaintiff,
16
vs.
17 NARCONON GULF COAST, INC.; BLU BY
THE SEA, LLC; ASSOCIATION FOR
18 BETTER LIVING AND EDUCATION
INTERNATIONAL; NARCONON
19 INTERNATIONAL; NARCONON EASTERN
UNITED STATES and DOES 1-100, ROE
20 Corporations I – X, inclusive,
21
Defendants.
22

Case No.

COMPLAINT AND JURY DEMAND

23 Plaintiff Lucy Guidotti (“Plaintiff”), by and through counsel, alleges the following:

24 **I.**

25 **PARTIES**

1 1. Plaintiff Lucy Guidotti is a resident of Florida.

2 2. Defendant Narconon Gulf Coast (hereafter “Gulf Coast”), is, a Florida Non Profit
3 Corporation that maintains its principal place of business at 3391 Scenic Hwy 98 East, Destin,
4 Florida 32541.

5 3. Defendant Blu By The Sea, LLC is a Florida Corporation that maintains its principal place
6 of business at 3391 Scenic Hwy 98 East, Destin, Florida 32541. On information and belief, Blu By
7 The Sea has assumed the assets and liabilities of Gulf Coast.

8 4. Defendant Narconon International (“NI”) is a California corporation with its headquarters
9 in Los Angeles, California.

10 5. NI is the principal of Defendant Narconon Gulf Coast. NI exercises control over the time,
11 manner, and method of Gulf Coast’s operations. NI also licenses the standardized treatment
12 program that Gulf Coast uses, the Narconon Program, to Gulf Coast.

13 6. NI was doing business in the State of Florida by and through its agent and Defendant
14 Narconon Gulf Coast. NI may be served with process through its registered agent, Sherman D.
15 Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, CA 91367.

16 7. Defendant Association for Better Living and Education International (“ABLE”) oversees
17 the drug rehabilitation, education, and criminal justice activities of the Church of Scientology
18 including, but not limited to, Gulf Coast and NI.

19 8. Defendant ABLE is a corporation registered in the State of California with its headquarters
20 in Los Angeles, California.

21 9. ABLE controls the time, manner, and method of NI’s and Gulf Coast’s businesses by
22 actively managing their daily operations, including conducting inspections of Narconon centers
23 and creating, licensing, and approving their marketing materials.

1 10. ABLE transacts business in the State of Florida by and through its agents, NI and Gulf
2 Coast. ABLE may be served with process through its registered agent, Sherman D. Lenske, 6400
3 Canoga Ave., Suite 315, Woodland Hills, CA 91367.

4 11. Defendant Eastern (“Eastern”) is a corporation registered in the State of Virginia with its
5 headquarters in Virginia.

6 12. Eastern controls the time, manner, and method of Gulf Coast’s business by actively
7 managing its daily operations, and creating and approving their marketing materials.

8 13. Eastern transacts business in the state of Florida and may be served with process through
9 its registered agent, CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, VA 23060.

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

14 **II.**

15 **JURISDICTION AND VENUE**

16 15. This Court has federal question subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

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

20 **III.**

21 **ALLEGATIONS COMMON TO ALL COUNTS**

22 17. On or about March 3, 2013, Plaintiff Lucy Guidotti was searching the Internet for a drug
23 and alcohol rehabilitation facility for herself.
24
25

1 18. Lucy found the website www.gulfcoastdrugrehab.com. This website was for Defendant
2 Narconon Gulf Coast Rehab, although the website advertised facility only as “Gulf Coast
3 Addiction Treatment” and made no mention of Narconon.

4 19. The website advertised the facility as having an over 90 percent success rate.

5 20. The website further advertised that Gulf Coast: (a) had a sauna program that could reduce
6 or eliminate an addict’s drug cravings; (b) provided individualized treatment for every patient; and
7 (c) provided cognitive behavioral therapy.

8 21. Lucy called the number on the website and spoke with Deborah Ross and her son,
9 Christopher Ross. The Rosses repeated to Lucy the representations made on the website.

10 22. The Rosses further represented to Lucy: (a) that they would “cure” her of the panic attacks
11 she had been experiencing; (b) that the facility employed highly-trained specialists with degrees in
12 Psychiatry; and (c) that she would be under supervision by medical professionals at all times at the
13 facility.

14 23. Based on these representations, Lucy paid Gulf Coast \$40,000.00 and admitted herself for
15 treatment.

16 24. Gulf Coast purported to treat Lucy using the Narconon Treatment Program.

17 25. The Narconon Treatment Program consists of two components: (1) course materials
18 consisting of eight books by L. Ron Hubbard; and (2) a sauna and vitamin program known as the
19 “New Life Detoxification Program.”

20 26. Each patient in the Narconon Program receives the exact same written materials regardless
21 of the specific circumstances surrounding the patient’s addiction.

22 27. The Narconon written materials consist of eight books based on the works of L. Ron
23 Hubbard, the founder of the Scientology religion. These eight books contain almost no
24 information about drugs, substance abuse, or its treatment.

25

1 28. The eight Narconon books contain only Scientology doctrines and teachings. Such
2 doctrines include, without limitation, the Eight Dynamics of Existence, the Conditions of
3 Existence, the Suppressive Person and Potential Trouble Source doctrines, the Tone Scale, the
4 Affinity Reality Communication triangle, and the Cycle-of-Action.

5 29. Almost all of the material in the Narconon books has been copied directly out of
6 Scientology scriptures.

7 30. Gulf Coast had Lucy perform drills known as “Training Routines” or TRs. These TRs
8 come straight from Scientology scripture and have no apparent connection to the treatment of
9 substance abuse.

10 31. For example, in TR3, Gulf Coast had Lucy sit with another patient and repeatedly ask the
11 other patient “Do fish swim?” for hours on end.

12 32. To gauge a patient’s progress in the Narconon program, the patient is given Scientology’s
13 personality or stress test known as the “Oxford Capacity Analysis.” This “analysis” contains 200
14 questions that a patient must answer “yes,” “no,” or “maybe.”

15 33. A typical question on the Oxford Capacity Analysis is question 3: “Do you browse through
16 railway timetables, directories, or dictionaries just for pleasure?”

17 34. Gulf Coast had Lucy undergo the Narconon sauna program that Narconon calls the “New
18 Life Detoxification” program.

19 35. The “New Life Detoxification” program is identical to the Scientology ritual known as
20 “Purification Rundown,” or the “Purif.” The Purification Rundown is a required component of
21 Scientology training and is part of Scientology’s “Bridge to Total Freedom.”

22 36. Narconon’s rationale for the sauna program is that residue of many different types of drug
23 remain in the body’s fatty tissue long after use. The drug residue is released from the fatty tissue
24 from time-to-time into the bloodstream causing the individual to crave the drug, and, ultimately,
25 relapse.

1 37. Gulf Coast represented to Lucy that its sauna program would flush residual drug toxins out
2 of her system and thereby reduce or eliminate the drug cravings the residue causes.

3 38. Under the New Life Detoxification program, students first exercise vigorously before
4 entering the sauna each day. On entering the sauna, Narconon requires each student to ingest
5 increasing doses of Niacin and a “vitamin bomb.”

6 39. The New Life Detoxification Program requires students to spend five hours per day for
7 five weeks in a sauna at temperatures between 160 and 180 degrees Fahrenheit.

8 40. Gulf Coast had Lucy ingest doses of up to 5,000 milligrams of Niacin per day under the
9 New Life Detoxification Program.

10 41. There were no medical personnel overseeing Lucy while she was undergoing the sauna
11 program.

12 42. All Defendants’ claims about the benefits of the Narconon sauna program, *i.e.*,
13 Scientology’s Purification Rundown, are false and do not withstand scientific scrutiny.

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

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

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

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

25 A. True.

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

3 A. You're correct.

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

6 A. I agree.

7 **Exhibit A**, Deposition of Dr. Louis Casal, 136:21 – 137:9.

8 44. NI claims a success rate of 76% for all Narconon centers. NI has published no studies or
9 other verifiable evidence to support their claimed success rates.

10 45. NI, ABLE, and Eastern direct individual Narconon centers such as Gulf Coast to advertise
11 that their treatment programs have at least a 76% success rate. NI and ABLE know full well that
12 there is no evidence to back up this claim.

13 46. Dr. Casal, the medical expert retained by Narconon International in another lawsuit,
14 testified at her deposition that he was not convinced Narconon's claimed success rate was true:

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

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

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

19 A. It's a big number.

20 Q. And it's completely inconsistent –

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

22 ...

23 Q. Okay. Do you have any idea where Narconon is getting the numbers that it's using?
24
25

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

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

5 47. Likewise, the Director of Legal Affairs for Narconon International, Claudia Arcabascio,
6 advised the Narconon Freedom Center in Michigan not to claim the high success rate in
7 responding to a Better Business Bureau complaint. Ms. Arcabascio advised Narconon Freedom
8 “do not say we have 70% success (we do not have scientific evidence of it).” *See* email from Ms.
9 Arcabascio, attached hereto as **Exhibit B**.

10 48. Defendants are well aware that there is no basis for the claimed success rate of the
11 Narconon program. Nevertheless, Gulf Coast claimed an over 90% success rate for the Narconon
12 program to Lucy to induce her to admit herself to Gulf Coast for treatment.

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

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

25

1 51. Other Narconon Centers have received recognition for getting people into Scientology. For
2 example, Narconon Fresh Start displays tokens of gratitude it has received for introducing patients
3 to Scientology around its offices. At Narconon Fresh Start's headquarters in Glendale, California,
4 hangs a plaque from the Church of Scientology that thanks Larry Trahant and "The Narconon
5 Fresh Start Team" for introducing patients to L. Ron Hubbard and "The Bridge." The writing on
6 the plaque provides, in relevant part:

7 Larry and his dynamic team at Narconon Fresh Start are hereby warmly
8 thanked and highly commended for their dedication and hard work. They
9 give us tremendous back up in introducing LRH to the world and are
10 saving lives on a daily basis. There are thousands of beings who have
11 taken their first steps on The Bridge, thanks to the compassion and efforts
12 of this team.

13 A photo of this plaque is attached hereto as **Exhibit E**.

14 52. Scientology's own marketing documents show that the Narconon program is part of
15 Scientology's plan to "clear" civilization. (To "go clear" is the ultimate spiritual goal for a
16 Scientologist, achieved after one goes up the "Bridge to Total Freedom.") The document attached
17 hereto as **Exhibit F**, shows a Church of Scientology, or an "Org" as it's known, with an arrow
18 directed at the NI "Jumping Man" logo. The document reads:

19 The question is not how to clear an individual, it's how to clear a
20 civilization ... by making every one of our orgs a central organization
21 responsible for every sector of Scientology activities across it's [sic] entire
22 geographic zone.

23 In other words, the Church of Scientology is supposed to direct NI to achieve Scientology's
24 spiritual goal of "clearing" civilization.

25 53. Gulf Coast is using the Narconon program to introduce Scientology and L. Ron Hubbard's
"technology" to unwitting patients seeking drug rehabilitation. This is exactly as the Church of
Scientology directed as part of its "Social Coordination Strategy." Scientology explicitly outlined
this strategy in an urgent Executive Directive from the Authorization, Verification, and Correction

1 Department of its Religious Technology Center. The Executive Directive outlining the “Social
2 Coordination Strategy” is attached hereto as **Exhibit G** (hereafter the “SOCO Directive”).

3 54. The SOCO Directive instructed all SOCO GROUPS, which includes Narconon, as follows:

4 YOU ARE THERE TO SELL LRH’s TECH TO THE SOCIETY AND
5 GET IT USED, AS THE TECH. You do this through a SMOOTH JOB
6 OF PROMTIONAL ORGANIZATION – FRONT GROUPS,
7 CORPORATIONS, FIELD WORKERS, ETC. (emphases in original).

8 55. The SOCO Directive expressly directed using front groups to introduce L. Ron Hubbard’s
9 “technology,” *i.e.*, Scientology to society.

10 56. During Lucy’s time at Gulf Coast, there were no highly-trained specialists with Psychiatric
11 degrees. There was no continuous medical supervision.

12 57. Despite Gulf Coast’s representations that Lucy would receive cognitive behavioral therapy
13 and would be “cured” or her panic attacks, Gulf Coast representatives never provided Lucy
14 cognitive behavioral therapy. Lucy’s panic attacks became more frequent during her stay at Gulf
15 Coast and after.

16 58. While undergoing the Narconon sauna program, *i.e.*, Lucy experienced extreme drops in
17 her pulse as well as persistent diarrhea.

18 59. When Lucy reported her alarming symptoms to Gulf Coast while undergoing the New Life
19 Detoxification Program, they told her that such symptoms were normal and instructed her to “get
20 back in the box.”

21 60. Gulf Coast represented to Lucy that its sauna program could rid her of residual drug toxins
22 and reduce/eliminate her cravings for drugs and alcohol. But Book 2 of the Narconon Program –
23 the book that pertains to the sauna program – states that the sauna program makes no medical
24 claims.

25 61. Lucy was forced to leave the Gulf Coast program early because of health problems the
sauna program, *i.e.*, the Purification Rundown was causing her. She received none of the treatment
she had been promised and for which she had paid more than \$40,000.00.

1 62. Lucy continues dealing with physical and emotional problems due to her time at Gulf
2 Coast.

3 **RELATIONSHIP AMONG DEFENDANTS**

4
5 63. Plaintiff incorporates 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 64. Defendant Narconon Gulf Coast is controlled by Defendants NI, ABLE, and Eastern.

8 65. NI, ABLE, and Eastern heavily influence Gulf Coast and govern and control nearly every
9 aspect of Narconon Gulf Coast's business activities.

10 66. NI publishes operations manuals and requires that individual Narconon centers such as
11 Gulf Coast abide by these manuals in their operations. These operations manuals are called
12 "Running An Effective Narconon Center" and "Opening A Successful Narconon Center."

13 67. These manuals show that NI, ABLE, and Eastern have the ultimate authority over Gulf
14 Coast employees. Gulf Coast cannot demote, transfer, or dismiss a permanent staff member at
15 Gulf Coast without approval from the Senior Director of Administration at NI.

16 68. NI, ABLE, and Eastern have the ultimate authority over the hiring of staff members at Gulf
17 Coast. If a Gulf Coast staff member does not meet the qualifications of a staff member, the staff
18 member may petition the Senior Director of Administration at NI to remain on staff.

19 69. If a staff member at Gulf Coast believes she has been given orders or denied materials that
20 make it hard or impossible for her to do her job, she may file a "Job Endangerment Chit" with the
21 Ethics Department at NI. NI and Eastern then investigate and works to resolve the staff member's
22 issue.

23 70. The operations manuals require staff members at Gulf Coast to report misconduct and
24 "nonoptimum conduct" to the Quality Control Supervisor at NI. NI and Eastern investigate
25 misconduct at Gulf Coast and may take disciplinary actions against its staff members.

1 71. NI and Eastern receives ten percent of the weekly gross income from Gulf Coast.

2 72. NI requires Gulf Coast to send it detailed weekly reports containing statistics of more than
3 40 different metrics. NI and Eastern review these weekly reports and order changes at Gulf Coast
4 based on increases or decreases in the statistics in the reports.

5 73. NI, Eastern, and ABLE require that Gulf Coast receive approval on all promotional
6 materials before Gulf Coast disseminates them. Further, Gulf Coast must obtain approval as to its
7 Internet websites from NI, Eastern, and ABLE before the sites “go live.”

8 74. NI, Eastern, and ABLE also assist in creating Gulf Coast’s advertising materials. NI,
9 Eastern, and ABLE dictate the contents of those advertising materials.

10 75. NI requires that Gulf Coast maintain a “building account fund” in which weekly monies
11 from the gross income are used to purchase new premises and also as a cushion to salvage the
12 organization in dire circumstances. The “building fund” is under the control of NI.

13 76. Upon information and belief, Eastern receives a percentage of Gulf Coast’s gross income.

14 77. NI, Eastern, and ABLE conduct “tech inspections” at Gulf Coast. These inspections entail
15 NI, Eastern, and ABLE monitoring and correcting the manner in which Gulf Coast delivers the
16 Narconon treatment program to patients. NI, Eastern, and ABLE instruct staff at Gulf Coast as to
17 the exact manner in which they are to perform their services and deliver the Narconon treatment
18 program.

19 78. NI and ABLE also publish all training materials for Gulf Coast. This includes seven
20 different training materials on subjects ranging from the Narconon sauna program to overseeing to
21 delivering the Narconon treatment program.

22 79. NI, Eastern, and ABLE micro-manage individual Narconon centers such Gulf Coast d/b/a
23 to such a large extent that they publish the exact materials authorized to be sold in an individual
24 Narconon center’s bookstore.

25

1 80. Further, the NI Director of Technology and Approval demands and ensures that there are
2 good photos of L. Ron Hubbard visible in every center and that materials are available to students
3 and staff as to L. Ron Hubbard's contributions in the field of alcohol and drug rehabilitation.

4 81. NI, Eastern, and ABLE work with individual Narconon centers such as Gulf Coast on legal
5 problems, including patient requests for refunds and complaints to the Better Business Bureau. In
6 addition, NI, Eastern, and ABLE work to combat negative publicity for Gulf Coast.

7 82. NI, Eastern, and ABLE are intimately involved in the day-to-day operations of Gulf Coast.
8 NI, Eastern, and ABLE have the right to exercise final authority over all decisions at Gulf Coast
9 relating to hiring and firing, delivery of services, finances, advertising, training, and general
10 operations.

11 83. Because of deaths of patients in the care of Narconon in Oklahoma as well as reports of
12 widespread insurance fraud committed by Narconon in Georgia, Narconon centers began
13 attempting to conceal their use of the Narconon program.

14 84. On information and belief, Defendant Gulf Coast Rehab changed its name or incorporated
15 under the new name Blu By The Sea, LLC, to distance itself from the increasing negative media
16 attention on the Narconon Program.

17 85. All Defendants perpetrate the scheme described herein to recruit for and promote the
18 Scientology religion under the guise of providing drug rehabilitation.

19 86. NI, Eastern, and ABLE all are principals served by their agent, Gulf Coast.

20 **FIRST CLAIM FOR RELIEF (AS TO ALL DEFENDANTS)**

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

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

24 88. Plaintiff has been injured by Defendants' conduct of an enterprise through a pattern of
25 racketeering activity.

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

4 90. Defendants perpetrate this scheme as follows: Defendants set up numerous websites
5 purporting to be either websites for treatment programs or websites for independent referral
6 services for drug treatment programs.

7 91. As with the website at issue in this case, www.gulfcoastdrugrehab.com, these websites
8 routinely conceal the fact that they are affiliated with the Narconon Program or facilities that use
9 the Narconon Program.

10 92. When the websites do reveal that they use the Narconon program, the websites conceal the
11 fact that the Narconon Treatment Program is connected with the Church of Scientology. The
12 websites also conceal the fact that the entire Narconon Program is comprised of Scientology
13 doctrines and scriptures.

14 93. As with the website at issue here, www.gulfcoastdrugrehab.com, the websites advertise a
15 drug rehab program – the Narconon program (whether or not the site expressly refers to the
16 Narconon name) – and falsely claim the following: (a) that the drug rehab program has a 76%
17 “success rate” or more; (b) that the drug rehab program has a sauna program that has been
18 scientifically shown to reduce or eliminate an addict’s drug cravings; (c) that the program is
19 secular and does not involve the study or practice of religion; and (d) that the program involves
20 individualized treatment and extensive counseling when, in fact, each patient undergoes the same
21 sauna treatment and receives the same L. Ron Hubbard books.

22 94. When a prospective patient or their loved one calls the number on one of the websites, they
23 speak to an intake specialist. The intake specialist, directed by Narconon, makes a host of false
24 claims to induce the patient to admit himself the Narconon facility such as the false claims
25 Deborah and Christopher Ross made to Plaintiff on March 3, 2013.

1 95. These false claims include: (i) that Narconon has a more than 76% success rate; (ii) that
2 Narconon's sauna program reduces or eliminates drug cravings by eliminating toxins from an
3 addict's fatty tissue; (iii) that patients at Narconon will receive extensive drug counseling; (iv) that
4 the Narconon program does not involve any religion; and (v) that patients at Narconon will be
5 under the supervision of licensed physicians and other medical personnel.

6 96. Defendants also mail prospective clients such as Plaintiff pamphlets making these same
7 false claims to induce them to enter into the program.

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

11 98. While a patient is undergoing the program, Defendants prepare the patient to become a
12 Narconon staff member following the patient's completion of the program. In doing so, the patient
13 becomes a counselor for the next wave of incoming patients. This scheme allows Defendants to
14 pay a patient-turned-counselor low wages and Defendants are spared the relatively higher cost of
15 paying duly qualified addiction counselors.

16 99. As a patient-turned-counselor, the person is further indoctrinated in Scientology and
17 advances in the Narconon organization by taking Scientology courses and services.

18 100. Defendants use the Narconon treatment program as a recruiting tool for the Church of
19 Scientology, as evidenced by Defendants' own documents, attached hereto as Exhibits C through
20 G.

21 101. As a result of Defendants' racketeering activity, Plaintiff has been deprived of more than
22 \$40,000.00, the money she paid for services Gulf Coast did not and could not provide.

23 ///

24 ///

25 ///

1
2 **SECOND CLAIM FOR RELIEF (AS TO ALL DEFENDANTS)**

3 **BREACH OF ORAL CONTRACT**

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

6 103. Plaintiff agreed to pay Gulf Coast \$40,000.00 plus additional expenses for a professional
7 drug treatment program as described above.

8 104. Plaintiff did pay more than \$40,000.00. to Gulf Coast.

9 105. Defendants breached this contract by, inter alia: (i) failing to provide Plaintiff the promised
10 services; and (ii) providing Scientology in lieu of drug and alcohol treatment.

11 106. In addition to Gulf Coast, all other Defendants herein are liable for these breaches as
12 principals of Gulf Coast.

13 107. Defendants' breaches have caused Plaintiff to suffer damages in excess of \$75,000.00.

14 **THIRD CLAIM FOR RELIEF (AS TO ALL DEFENDANTS)**

15 **FRAUDULENT MISREPRESENTATION**

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

18 109. Both on the website www.gulfcoastdrugrehab.com, and through oral representations, Gulf
19 Coast, acting on behalf of all Defendants, made the following misrepresentations to Plaintiff: (i)
20 that Gulf Coast has a 90% success rate; (ii) that Lucy would receive counseling related to
21 substance abuse and cognitive therapy; (iii) that Narconon's sauna program, *i.e.*, can reduce or
22 eliminate an addict's drug cravings; (iv) and that Lucy would be under continuous medical
23 supervision at Gulf Coast; and (v) that Gulf Coast employed highly-trained professionals with
24 Psychiatry degrees.
25

1 110. On or about March 3, 2013, Deborah Ross and Christopher Ross, made these statements to
2 Plaintiff to induce her to admit herself to Gulf Coast.

3 111. Had Lucy known that any of the above representations Defendants made were false, she
4 would not have admitted herself to Gulf Coast.

5 112. As a proximate result of Defendants' fraudulent conduct, Plaintiff has suffered mental
6 anguish, physical injuries, and pecuniary damages in excess of \$75,000.00.

7 **FOURTH CLAIM FOR RELIEF (AS TO ALL DEFENDANTS)**

8 **FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT**

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

11 114. This is a civil action against Defendants for unfair and deceptive business practices in
12 violation of the Florida Unfair and Deceptive Trade Practices Act ("FUDTPA") pursuant to
13 Sections 501.201 through 501.213, Florida Statutes.

14 115. Plaintiff is a consumer as defined under Section 501.203, Florida Statutes.

15 116. Defendants engage in "trade or commerce" by selling drug treatment programs and
16 services to the public.

17 117. Defendants have violated the FUDTPA by engaging in unconscionable acts and practices
18 as well as unfair and deceptive acts while conducting its business of providing drug and alcohol
19 addiction and rehabilitation services.

20 118. Defendants advertised a false and misleading success rate of 90 percent to induce payment
21 by Plaintiff for Defendants' services.

22 119. Defendants made false representations that medically accepted addiction and rehabilitative
23 services would be utilized by the facility to induce payment by Plaintiff for Defendants' services.

24 120. Defendants failed to disclose their use of Scientology as rehabilitative services to induce
25 Plaintiff to pay for Defendants' services.

1 121. Defendants' practice of retaining Plaintiff's money for services it did not and could not
2 render is unconscionable and unfair.

3 122. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages proximately
4 caused by Defendants' violation of the FUDTPA.

5 123. Plaintiff seeks remedies as described in section 501.211, Florida Statutes, and requests
6 attorneys' fees and costs in accordance with section 501.2105.

7 **FIFTH CLAIM FOR RELIEF (AS TO ALL DEFENDANTS)**

8 **MISLEADING ADVERTISING**

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

11 125. This is a civil action against Defendants for misleading advertising in violation of Section
12 817.4(1), Florida Statutes.

13 126. Before Plaintiff selected Gulf Coast for drug rehabilitation, Defendants disseminated
14 before the general public false and misleading advertising asserting Gulf Coast had a 90 percent
15 success rate. An example of Defendants' false and misleading advertisement is attached hereto as
16 Exhibit H.

17 127. At the time Defendants published the misleading advertising, Defendants knew the
18 statement was false, misleading, and not supported by any factual data.

19 128. The misleading advertising was designed and intended for obtaining money or property
20 under false pretenses and did fraudulently induce Plaintiff to admit herself into Gulf Coast.

21 129. Plaintiff seeks damages, costs, and attorneys' fees in accordance with 817.41(6) Florida
22 Statutes.

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SIXTH CLAIM FOR RELIEF (AS TO ALL DEFENDANTS)

NEGLIGENCE

130. Plaintiff incorporates by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

131. Defendants promised and owed Plaintiff a duty to render substance abuse treatment to her in a manner that did not subject her to an unreasonable risk of harm. Defendants further had a duty of care to render reasonably safe and effective treatment to her.

132. Additionally, Defendants NI and ABLE had a duty to use reasonable care in the design of their putative drug treatment program, the Narconon Program.

133. Defendants breached their duties to Plaintiff by: (i) having Plaintiff ingest extreme doses of Niacin and having her sit in a sauna for extended periods of time; (ii) failing to provide duly qualified counselors to administer treatment; and (iii) providing Plaintiff Scientology in lieu of substance abuse treatment.

134. As a proximate result of Defendants' breaches of the above duties, Plaintiff suffered physical injuries, as described above, and damages in excess of this Court's jurisdictional minimum.

SEVENTH CLAIM FOR RELIEF (AS TO ALL DEFENDANTS)

UNJUST ENRICHMENT (IN THE ALTERNATIVE TO BREACH OF CONTRACT)

135. Plaintiff incorporates by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows:

136. Plaintiff paid Defendants more than \$40,000.00 in exchange for rehabilitative and treatment services.

137. Plaintiff was never provided anything even resembling medically accepted rehabilitative and treatment services.

1 138. Defendants' retention of Plaintiff's payments without providing the agreed-upon drug
2 treatment services is inequitable and constitutes unjust enrichment.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff demands a jury trial on all issues triable.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for the following relief:

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

14 DATED this 16th day of December, 2014.

15 Respectfully submitted,

16
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