

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF CALHOUN

RICHARD TEAGUE

Plaintiff,

Case No. 12-

-NO

v.

Hon.

NARCONON FREEDOM CENTER, INC., a Michigan
Non Profit Corporation, A FOREVER RECOVERY, INC.,
a Michigan Profit Corporation and TIA CORPORATION, a
Michigan Profit Corporation,

Defendants.

Jeffrey P. Ray (P31098)
JEFFREY P. RAY, P.C.
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COMPLAINT

NOW COMES Plaintiff, RICHARD TEAGUE, by and through his attorney, Jeffrey P. Ray,
P.C., and for the Complaint herein state as follows:

Parties, Jurisdiction and Venue

1. The Plaintiff Richard Teague (hereinafter: "Teague") is a resident of the County
of Ingham, State of Michigan.

2. The Defendant Narconon Freedom Center, Inc. (hereinafter: "Narconon") is a
Michigan Non Profit corporation doing business within the jurisdiction of this Court at 809 W.

Erie St., City of Albion, County of Calhoun, State of Michigan and is operating as a residential drug treatment program.

3. The Defendant A Forever Recovery, Inc., is a Michigan corporation, doing business within the jurisdiction of this Court at 216 St Mary's Lake Rd., City of Battle Creek, County of Calhoun, State of Michigan and offers drug and alcohol rehabilitation services to paying patients.

4. That TIA Corporation is a Michigan corporation and the fee owner of the two real properties mentioned in the preceding paragraphs in which Narconon and A Forever Recovery are located, established and doing business.

5. That the amount in controversy exceeds the sum of \$25,000.

6. That venue is proper in this Court since all the events occurred within the County of Calhoun and the Defendants are established or located within the County of Calhoun, State of Michigan.

Common Allegations

7. Plaintiff restates each allegation contained in paragraphs 1-6, as if more fully set forth herein.

8. That on January 7, 2011, Plaintiff was a paying patient of Narconon and admitted into their facility in Albion, Michigan, based on a cash payment of \$12,000.00.

9. That the purpose of Plaintiff's admission was to recover from Klonopin dependence and alcohol abuse.

10. That on the same date of his admission, January 7, 2011, Narconon Freedom Center transferred Plaintiff to A Forever Recovery in Battle Creek, Michigan, specifically for detoxification from drugs and alcohol.

11. That between January 7, 2011 and January 14, 2011 Plaintiff was a patient at A Forever Recovery and was administered detoxification in the form of vitamins and sauna treatments.

12. That Plaintiff exhibited signs of severe withdrawal during his stay at A Forever Recovery which included tremors, shaking, paresthesia, pain and paranoia.

13. That on January 14, 2011 Plaintiff was transferred from A Forever Recovery back to Narconon Freedom Center in Albion.

14. That on January 14, 2011 Plaintiff, ran away from Narconon Freedom Center and went to Sparrow Hospital Emergency Care, where he was diagnosed with paresthesia, or extreme numbness and tingling of the hands and face.

15. That on January 14, 2011 Plaintiff exhibited symptoms of Benzodiazepine Withdrawal Syndrome, which led to his hospital visit and subsequent discharge to his home residence in Lansing, Michigan.

16. That on January 14, 2011 an employee of Narconon Freedom Center visited Plaintiff at his residence and convinced him to return to the center in Albion.

17. That on January 14, 2011 Plaintiff returned to Narconon Freedom Center in Albion and yeilded himself to their care.

18. That when Plaintiff returned to Narconon he was placed in a special "Withdrawal Unit", which was supervised by a "Withdrawal Specialist".

19. That on January 15, 2011, Plaintiff was left alone in his room at Narconon Freedom Center, unsupervised, with a cigarette lighter, cologne and/or an aerosol spray, among other items.

20. That cologne, aerosol sprays and other items which contain alcohol are items prohibited for patients by Narconon's rules and guidelines, as stated in the Admission Agreement they provide to patients at their admission.

21. That on January 15, 2011 Richard Teague was not supervised, monitored or cared-for properly by Narconon staff, despite his extreme state of withdrawal, the symptoms he was experiencing and his placement in their "Withdrawal Unit".

22. That on January 15, 2011 Plaintiff's jacket and shirt caught fire, and there were flames from his waist to his neck.

23. That Plaintiff ran out of his room screaming and the fire was extinguished in the snow with the help of Narconon staff.

24. That when police and ambulance arrived on the scene, Narconon staff indicated that Plaintiff's records and files had been "lost".

25. That Narconon Freedom Center has never recovered Plaintiff's records from his stay at the facility, despite licensing requirements that they be kept and maintained for three years by R 325.14910.

26. That despite repeated demands by Teague's legal counsel, Defendants have been unable or unwilling to produce any documentary evidence or record of Plaintiffs admissions and/or treatment.

27. That Plaintiff received serious, permanent and grievous injuries as a result of burns suffered while in the care of Narconon Freedom Center.

28. That Plaintiff was in a delusional, paranoid state when he was severely and permanently burned on January 15, 2011.

29. That Defendants Narconon Freedom Center and A Forever Recovery rely exclusively on the written "technology" (writings) of L. Ron Hubbard, the founder of the Church of Scientology, to address the drug and alcohol rehabilitation needs of students enrolled in Narconon programs, even though Hubbard had no training or education in drug and alcohol rehabilitation.

COUNT I – NEGLIGENCE AS TO NARCONON FREEDOM CENTER OF ALBION

30. Plaintiffs restate each allegation contained in paragraphs 1-29, as if more fully set forth herein.

31. That Narconon Freedom Center failed to maintain and keep Plaintiff's records.

32. That at all pertinent times herein, Narconon Freedom Center failed to comply with the requirements for licensing for a substance abuse treatment center, requiring that Plaintiff's records be maintained for three years, pursuant to Michigan Administrative Code R 325.14910.

33. That Narconon Freedom Center failed to refer Plaintiff or to provide for his proper detoxification.

34. That Narconon Freedom Center's failure to properly provide a detoxification or proper medical referral is the proximate cause of Plaintiff's development of Benzodiazepine Withdrawal Syndrome.

35. That Narconon Freedom Center did not properly supervise and care for Plaintiff in a reasonably prudent manner, resulting in his running away from the facility.

36. That Narconon Freedom Center failed to properly supervise and care for Plaintiff at any time during his admission, and especially when he was burned on January 15, 2011.

37. That Narconon Freedom Center allowed Plaintiff to have a lighter and other items of contraband alone in his room, despite the foreseeable risk of injury to himself from a severe withdrawal condition and the symptoms and risk associated with the syndrome, as aforesaid.

38. That Narconon Freedom Center allowed Plaintiff to have cologne or aerosol spray alone in his room, despite these items being strictly prohibited in their Admissions Agreement.

39. That Narconon Freedom Center failed to properly supervise and care for Plaintiff against foreseeable risks from the outcome of severe withdrawal, including injury to himself.

40. That Narconon Freedom Center failed to provide a safe environment for Plaintiff to detox from drug and alcohol abuse.

41. That Narconon Freedom Center failed to act with professional standards consistent with drug treatment rehabilitation centers and their duty of care.

42. That Narconon Freedom Center failed to require or administer a medical examination to Plaintiff, as required by Michigan Administrative Code R 325.14904.

43. That Narconon Freedom Center failed to properly refer Plaintiff for detoxification, contrary to their duty, and instead sent him to A Forever Recovery where he received saunas and vitamin treatments which exacerbated his withdrawal syndrome.

44. That while in the care of A Forever Recovery, Plaintiff became delusional and unable to care for himself, which caused or contributed to his symptom and withdrawal condition when admitted to Sparrow Hospital.

45. That the treatment or lack of treatment Plaintiff received from A Forever Recovery caused or contributed to his eventual condition and the burns he received while in the care of Narconon.

WHEREFORE, Plaintiff RICHARD TEAGUE seeks Judgment against the Defendants Narconon Freedom Center and A Forever Recovery in an amount in excess of \$25,000, together with interest, costs of suit and reasonable attorney fees.

COUNT II - NEGLIGENCE AS TO A FOREVER RECOVERY OF BATTLE CREEK

46. Plaintiffs restate each allegation contained in paragraphs 1-45, as if more fully set forth herein.

47. That A Forever Recovery did not administer detoxification consistent with the agreed upon standard of care for a student withdrawing from long term benzodiazepine (Klonopin) and alcohol abuse

48. That A Forever Recovery did not administer proper care for a patient withdrawing from long term benzodiazepine (Klonopin) and alcohol abuse

49. That A Forever Recovery did not keep and maintain client records for Plaintiff, as required by Michigan Administrative Code R 325.14924 (2).

50. That A Forever Recovery ignored Plaintiff's symptoms of severe withdrawal.

51. That A Forever Recovery did not give proper attention to Plaintiff's signs of Benzodiazepine Withdrawal Syndrome.

52. That A Forever Recovery did not prevent the foreseeable risks of developing Benzodiazepine Withdrawal Syndrome, through lack of proper detoxification procedures.

53. That A Forever Recovery's improper detoxification techniques and lack of appropriate care, caused or contributed to the Plaintiff's injuries.

WHEREFORE, Plaintiff RICHARD TEAGUE seeks Judgment against the Defendant A Forever Recovery in an amount in excess of \$25,000, together with interest, costs of suit and reasonable attorney fees.

COUNT III - FRAUD

54. Plaintiffs restate each allegation contained in paragraphs 1-53, as if more fully set forth herein.

55. That Narconon Freedom Center has failed to operate with honesty and integrity, as required by licensing for a substance abuse rehabilitation center in Michigan Administrative Code R 325.14207 (f).

56. That Narconon Freedom Center has made fraudulent representations to Plaintiff and Plaintiff's employers, when they informed they would provide a therapeutic environment in which Plaintiff could safely recover from Klonopin and alcohol abuse, and in which Plaintiff would be closely supervised at all times.

57. That Narconon Freedom Center has concealed its true relationship with the Church of Scientology and that its "counseling" and "detoxification" (sauna and vitamins) consists almost entirely of practices of Scientology, when Plaintiff and his employers were led to believe he would receive substantive drug and alcohol rehabilitation treatment.

58. That Narconon Freedom Center has made statements, regardless of truth or accuracy, in order to secure the enrollment of “students” and payment for their program.

59. That Plaintiff relied on the statements made by Narconon Freedom Center in order to seek (drug and alcohol) rehabilitation services.

60. That Plaintiff sustained permanent and serious injuries as a proximate result of relying on Narconon Freedom Center’s statements regarding substance abuse treatment.

61. That in their oral and written statements and marketing materials, Narconon Freedom Center has stated that they have a 70% success rate with drug addiction recovery.

62. That there is no credible scientific evidence to support Narconon’s statements of success with drug addiction recovery.

63. That Narconon Freedom Center presented itself as experts in drug rehabilitation treatment, when in fact they are unqualified and lack credibility.

64. That Narconon Freedom Center has made statements that they are superior to other drug programs, when in fact their success rates are misleading and false.

65. That Narconon Freedom Center uses “purification” techniques consistent with Scientology religious beliefs.

66. That A Freedom Recovery uses “purification” techniques consistent with Scientology religious beliefs.

67. That the purification techniques used by Narconon Freedom Center and A Forever Recovery are presented as “medically proven” techniques to recover from drug addiction.

68. That purification techniques used by Narconon Freedom Center and A Forever Recovery lack any degree of scientific credibility as a method for recovering from drug addiction.

WHEREFORE, Plaintiff RICHARD TEAGUE seeks Judgment against the Defendants Narconon Freedom Center and A Forever Recovery in an amount in excess of \$25,000, together with interest, costs of suit and reasonable attorney fees.

COUNT IV – BREACH OF ORAL CONTRACT – NARCONON FREEDOM CENTER

69. Plaintiffs restate each allegation contained in paragraphs 1-68, as if more fully set forth herein.

70. That Defendant, Narconon Freedom Center, stated that they were capable of safely detoxing Plaintiff Richard Teague from 20 years of benzodiazepine (Klonopin) and alcohol abuse.

71. Plaintiff relied on those oral representations in making a decision to submit himself to treatment, at a substantial cost of over \$12,000.00.

72. That Defendant breached its oral promise to Plaintiff when it failed to properly supervise and monitor the Plaintiff during his treatment.

73. That Defendant breached its oral promise to Plaintiff when it sent him to A Forever Recovery for sauna and vitamin treatments, a course of action that led to his withdrawal syndrome and symptoms associated therewith which left him with no safe alternatives.

74. That Defendant breached its oral promise to Plaintiff when it failed to monitor Plaintiff and he was able to run away from the facility without notice or intervention.

75. That Defendant breached its oral promise to Plaintiff when it permitted Plaintiff to retain unsafe items including lighter, aerosol products and cologne, which contained alcohol.

76. That permitting Plaintiff to retain items of contraband as indicated above was the proximate cause of a fire which led to serious and permanent injuries to Plaintiff and could have resulted in his demise.

77. That Plaintiff has suffered economic loss of income, medical expenses, complicated plastic surgery, rehabilitation and extreme mental stress and permanent scarring as a result of Defendant's breach of oral contract.

WHEREFORE, Plaintiff RICHARD TEAGUE seeks Judgment against the Defendants Narconon Freedom Center and A Forever Recovery in an amount in excess of \$25,000, together with interest, costs of suit and reasonable attorney fees.

COUNT V-MICHIGAN CONSUMER PROTECTION ACT

78. Plaintiffs restate each allegation contained in paragraphs 1-77, as if more fully set forth herein.

79. That Plaintiff and Defendants Narconon and A Forever Recovery are "persons" subject to the terms and protections of the Michigan Consumer Protection Act, (hereinafter: "MCPA") MCL 445.901 et. seq.

80. That Defendants Narconon and A Forever Recovery are engaged in trade or commerce under the meaning and subject to the terms of the MCPA.

81. That Defendants Narconon and A Forever Recovery engaged in unfair, unconscionable and/or deceptive trade practices in the conduct of business under the MCPA, including but not limited to:

- (a) Causing a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services.
- (c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have.
- (f) Disparaging the goods, services, business, or reputation of another by false or misleading representation of fact.
- (g) Advertising or representing goods or services with intent not to dispose of those goods or services as advertised or represented.
- (n) Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction.
- (p) Disclaiming or limiting the implied warranty of merchantability and fitness for use, unless a disclaimer is clearly and conspicuously disclosed.
- (s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.
- (t) Entering into a consumer transaction in which the consumer waives or purports to waive a right, benefit, or immunity provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it.
- (u) Failing, in a consumer transaction that is rescinded, canceled, or otherwise terminated in accordance with the terms of an agreement, advertisement, representation, or provision of law, to promptly restore to the person or persons entitled to it a deposit, down payment, or other payment, or in the case of property traded in but not available, the greater of the agreed value or the fair market value of the property, or to cancel within a specified time or an otherwise reasonable time an acquired security interest.
- (x) Taking advantage of the consumer's inability reasonably to protect his or her interests by reason of disability, illiteracy, or inability to understand the language of an agreement presented by the other party to the transaction who knows or reasonably should know of the consumer's inability.
- (y) Gross discrepancies between the oral representations of the seller and the written agreement covering the same transaction or failure of the other party to the transaction to provide the promised benefits.

(z) Charging the consumer a price that is grossly in excess of the price at which similar property or services are sold.

(bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.

(cc) Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.

82. Plaintiff seeks actual and statutory damages, costs of suit and reasonable attorney fees under the MCPA.

COUNT VI – PREMISES LIABILITY – ALL DEFENDANTS

73. Plaintiffs restate each allegation contained in paragraphs 1-82, as if more fully set forth herein.

74. That Defendant, TIA Corporation, lists Per Wickstrom as its legal representative and registered agent in its corporate licensing documents.

75. That Defendant, TIA Corporation, lists Per Wickstrom as its president in its annual profit reports.

76. That Defendant, TIA Corporation, is a for-profit corporation licensed in the state of Michigan and operates as a landlord and owner of the premises in which Defendants Narconon Freedom Center and A Forever Recovery conduct their operations.

77. That Defendant, A Forever Recovery, also lists Per Wickstrom as the president of its corporation in its 2011 profit statement.

78. That Defendant, TIA Corporation, through its representatives, is aware of the unsafe and unproven rehabilitation techniques administered and utilized by Defendants Narconon Freedom Center and A Forever Recovery.

79. That Plaintiff was an invitee of TIA Corporation and owed the highest duty of care to prevent foreseeable injury.

80. That at the time of the aforesaid incident, Defendant owed Plaintiff a duty to keep and maintain the premises in a safe condition.

81. That at the time of the aforesaid incident, Defendant owed Plaintiff a duty to warn of any inherently dangerous conditions in the subject premises, especially those that could cause serious injury or death to the Plaintiff and/or other invitees to the premises.

82. That at the time of the fire that led to Plaintiff's injuries, Defendant assumed a duty to make certain that the premises were safe and secure and free of hazards that may cause serious injury or death to invitees or other visitors to the premises.

83. That at the time of the aforesaid incident, Defendant owed Plaintiff a duty to supervise and monitor the Plaintiff, especially in his condition, to make certain that he did not expose himself or others to serious injury or death and to keep the building locked and secure.

84. That Defendants, and each of them, breached their respective duties to Plaintiffs' decedent multiple negligent acts, including:

- A) Failing to warn of an inherently dangerous condition
- B) Failing to properly and permanently monitor the Plaintiff's condition
- C) Failing to install safety equipment or fixtures to prevent a person from falling from running away from the facility

D) Failing to install safety equipment or fixtures to prevent a person from falling from lighting himself and/or the building on fire.

85. That the Defendant's multiple acts and omissions, as set forth above, are the direct and proximate cause of Plaintiffs' injuries.

86. That as a result of the multiple acts of negligence by Defendants, the Plaintiff suffered serious emotional distress, serious and permanent injuries from fire and burns, substantial medical expense, and mental anguish, which is ongoing.

WHEREFORE, Plaintiff RICHARD TEAGUE seeks Judgment against the Defendants Narconon Freedom Center, A Forever Recovery and TIA Corporation in an amount in excess of \$25,000, together with interest, costs of suit and reasonable attorney fees.

Dated: May _____, 2012

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