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12 **UNITED STATES DISTRICT COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14 NATHAN BURGOON and CALEB
15 LANDERS, on behalf of themselves and all
16 others similarly situated,

17 Plaintiffs,

18 vs.

19 NARCONON OF NORTHERN CALIFORNIA
20 d/b/a NARCONON REDWOOD CLIFFS,
21 HALCYON HORIZONS, a California
22 Corporation; NARCONON FRESH START
23 d/b/a WARNER SPRINGS, a California
24 Corporation; ASSOCIATION FOR BETTER
25 LIVING AND EDUCATION
26 INTERNATIONAL, a California Corporation;
27 NARCONON WESTERN UNITED STATES,
a California Corporation; NARCONON
INTERNATIONAL, a California Corporation;
and DOES 1-100, ROE Corporations I – X,
inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES, RESTITUTION AND
INJUNCTIVE RELIEF FOR
VIOLATIONS OF:**

1. **Consumers Legal Remedies Act
Cal. Civ. Code § 1780**
2. **Unfair Competition Law, Cal.
Bus. & Prof. Code §§ 17200 *et*
*seq.***
3. **False Advertising Law, Cal. Bus.
& Prof. Code §§ 17500 *et seq.***
4. **Negligent Misrepresentation**
5. **Breach of Contract**

JURY TRIAL DEMANDED

1 Plaintiffs Nathan Burgoon and Caleb Landers (“Plaintiffs”), by and through their counsel,
2 file their Complaint for Class Action and Jury Demand on behalf of themselves and all others
3 similarly situated:

4 **I. PARTIES**

5 1. Plaintiffs received “drug treatment” services in treatment facilities located in
6 California.

7 2. Defendant Narconon of Northern California (“NNC”), d/b/a Narconon Santa
8 Cruz, Narconon Vista Bay, Narconon Redwood Cliffs, and/or Halcyon Horizons, is, and at all
9 times relevant to this Complaint was, a corporation incorporated under the laws of, and with its
10 principal place of business in, the State of California.

11 3. NNC purports to be a drug rehabilitation center with its principal place of
12 business in California and may be served with process through its registered agent, Dennis
13 Howell, 240 Westgate Drive, Watsonville, California, 95076.

14 4. Defendant Narconon Fresh Start owns and operates various Narconon “drug
15 rehabilitation” centers, including the facility located in Warner Springs, California (the facilities
16 will be collectively referred to as “NFS”). NFS is, and at all times relevant to this Complaint
17 was, a corporation incorporated under the laws of, and with its principal place of business in, the
18 State of California.

19 5. NFS has its principal place of business in California and may be served with
20 process through its registered agent, P. Mark Kirwin, 4480 Market Street, Suite 804, Ventura,
21 California, 93003.

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

24 7. NI is the principal and licensor of various drug rehabilitation centers throughout
25 the United States (“Narconon Centers”), including Defendant NNC and Defendant NFS. All
26
27

1 references to Narconon Centers in this complaint include by reference NNC and NFS. NI
2 exercises control over the time, manner, and method of operations of all Narconon Centers.

3 8. NI has its principal place of business in the State of California and may be served
4 with process through its registered agent, Timothy Bowles, 1 South Fair Oaks Avenue, Pasadena,
5 California, 91105.

6 9. All Narconon Centers and NI are subsidiaries of the Association for Better Living
7 and Education International (“ABLE”). ABLE oversees the drug rehabilitation, education, and
8 criminal justice activities of the Church of Scientology including, but not limited to, Narconon
9 Centers and NI. The Church of Scientology describes itself as “a religion that offers a precise
10 path leading to a complete and certain understanding of one’s true spiritual nature and one’s
11 relationship to self, family, groups, Mankind, all life forms, the material universe, the spiritual
12 universe and the Supreme Being.” (<http://www.scientology.org/what-is-scientology.html> (last
13 visited March 12, 2015)). It is recognized by the IRS as tax-exempt under section 501(c)(3) of
14 the Internal Revenue Code. ([http://www.scientology.org/faq/church-funding/significance-of-irs-
15 ruling.html](http://www.scientology.org/faq/church-funding/significance-of-irs-ruling.html) (last visited March 12, 2015)).

16 10. Defendant ABLE is a corporation registered in the State of California and may be
17 served with process through its registered agent, Timothy Bowles, 1 South Fair Oaks Avenue,
18 Pasadena, California, 91105.

19 11. ABLE controls the time, manner, and method of NI’s and all Narconon Centers’
20 businesses by, among other things, actively managing their daily operations, including
21 conducting inspections and creating, licensing, and approving their marketing materials.

22 12. Defendant Narconon Western United States (“Western”) is a corporation
23 registered in the State of California with its headquarters in Los Angeles, California.

24 13. Western controls the time, manner, and method of NFS’s, NNC’s, and other
25 Narconon Centers’ businesses by, among other things, actively managing their daily operations
26 and creating, controlling, and approving their marketing materials.

1 14. Western transacts business in the State of California and may be served with
2 process through its registered agent, Luria K. Dion, 249 North. Brand Boulevard #384, Glendale,
3 California, 91203.

4 15. Defendants’ decisions about advertising and marketing of the Narconon Program,
5 including their decisions to include misrepresentations in and to omit material facts from their
6 advertising and marketing campaign occurred in California and all misrepresentations and
7 material omissions emanated from California.

8 16. NNC, NFS, NI, Western, and ABLE are collectively referred to as “Defendants.”

9 **II. JURISDICTION AND VENUE**

10 17. Subject Matter Jurisdiction. This Court has subject matter jurisdiction over
11 Plaintiffs’ claims pursuant to 28 U.S.C. § 1332(d) because the combined claims of the proposed
12 class members exceed \$5,000,000 and because some members of the Class are citizens of states
13 other than California.

14 18. Personal Jurisdiction. This Court has personal jurisdiction over Defendants
15 because each has registered with the California Secretary of State for the privilege of conducting
16 business in California, and the wrongful acts alleged in this Complaint were committed in
17 California.

18 19. Venue. Venue is proper in this District pursuant to: (1) 28 U.S.C. § 1391(b)(2) in
19 that a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in this
20 District; and (2) 28 U.S.C. § 1391(b)(3) in that Defendants are subject to personal jurisdiction in
21 this District.

22 20. Further, the contracts signed by Plaintiff Burgoon and other patients receiving
23 treatment at NNC contain a forum clause in favor of Santa Cruz County, which is located in this
24 District.

III. FACTS

1 21. The “drug treatment” program offered at Narconon Centers (the “Narconon
2 Program”) is a standardized program marketed as treatment for individuals dealing with some
3 form of addiction (“Patients”).

4 22. The Narconon Program is standardized and is substantially identical at every
5 Narconon Center, including the course of “treatment” prescribed and the literature assigned to
6 Patients to read.

7 23. Each Narconon Center licenses the Narconon Program and the Narconon
8 trademark from NI.

9 24. The Narconon Program is substantially identical to the religious practices
10 prescribed and practiced by the Church of Scientology, which is based on the ideas of L. Ron
11 Hubbard, the founder of the Scientology Religion. Hubbard incorporated NI in 1970, together
12 with fellow Scientologist, William Benitez.

13 25. Defendant ABLE was incorporated in 1988 and is the entity responsible for
14 licensing the Narconon trademark to NI on behalf of the Church of Scientology (the “License
15 Agreement”).

16 26. This License Agreement includes the rights to intellectual property owned by the
17 Church of Scientology and utilized in the Narconon Program.

18 27. The Narconon Program consists of eight courses founded upon the works of L.
19 Ron Hubbard. These are based on Scientology scriptures called Hubbard Communications Office
20 Bulletins (“HCOBs”) and are substantially identical to the religious practices, doctrines, and
21 rituals of the Church of Scientology.

22 28. HCOBs or “Tech Bulletins” are a series of documents that define and describe
23 Scientology’s religious practices, including “auditing” – a method of verbal communication
24 between an “auditor” and a Scientology devotee allegedly intended to bring about psychological
25 or spiritual healing; the use of “e-meters” - a machine devised by L. Ron Hubbard that purports
26 to measure changes in the electrical resistance of the human body and thereby facilitate spiritual
27

1 growth or healing through the auditing process; and “thetans” – entities that the Church of
2 Scientology teaches are immortal, reincarnated spiritual beings of alien origin that comprise all
3 human life and from which the material world was willed into being.

4 29. NI provides manuals (the “Training Manuals”) to each Narconon Center through
5 which it directs the implementation and administration of the Narconon Program at all Narconon
6 Centers. Through these Training Manuals and through centralized control and oversight,
7 Defendants provide the same program at every Narconon Center.

8 30. Each Narconon Center licensed to use the Narconon Program must do so under
9 strict adherence to the guidelines set forth by NI.

10 31. The Training Manuals are and derived from Scientology scriptures. The Training
11 Manuals frequently reference foundational Scientology concepts, doctrines, and terminology
12 including but not limited to: the “Eight Dynamics of Existence;” the “Cycle of Communication;”
13 the “Conditions of Existence;” the “Suppressive Person doctrine;” “Overts and Withholds;” and
14 “the A-R-C triangle.” Each of these terms and concepts are central to, and unique to, the
15 Scientology Religion.

16 32. The administrative structure of the Narconon Centers is modeled after
17 Scientology churches or “orgs” using Hubbard Communications Office Policy Letters (“Policy
18 Letters”). Policy Letters dictate internal policy on how the Church of Scientology, and the
19 Narconon Centers, operate.

20 **A. The Narconon “Drug Treatment” Program**

21 33. The Narconon Program consists of eight stages or “books,” each of which is
22 substantially identical to the path of induction into the Scientology Religion.

23 34. Book 1 is referred to as either “the Communications Course” or the “Therapeutic
24 Training Routines Course.” It was designed to teach practitioners of the Scientology Religion
25 communication techniques for the religious practice known as auditing. The Therapeutic
26 Training Routines are taken directly from Scientology scriptures.

1 35. Book 2 of the Training Manuals is called “the New Life Detoxification Program.”

2 This Program requires Patients at Narconon Centers to:

3 a. spend five to six hours per day in 140 – 180 degree dry saunas with
4 limited access to drinking water;

5 b. take up to 5,000 mg of Niacin per day; and

6 c. take five tablespoons of vegetable oils per day.

7 36. This protocol is identical to a Scientology religious practice called the
8 “Purification Rundown.” It originates from Scientology scriptures known as the “Purification
9 Series” and an L. Ron Hubbard Book called *Clear Body, Clear Mind*. Completion of the
10 Purification Rundown is a required ritual for practicing Scientologists in order to move up the
11 “Bridge To Total Freedom,” which is considered an essential practice in a Scientologist’s
12 spiritual journey.

13 37. Book 3 of the Training Manuals is called “the Learning Improvement Course.” It
14 instructs Patients that strict adherence to Narconon Program procedures will bring them success.
15 It too comes directly from Scientology scriptures.

16 38. Book 4 is called “the Communication and Perception Course.” It reiterates the
17 content of Book 1 and comes from the same Scientology scriptures.

18 39. Books 5 through 8 are referred to as the “Ethics Phase” of the program. Books 5
19 through 8 in the Narconon Program have the same titles and content as courses in the Church of
20 Scientology. They set forth Scientology religious doctrine and advocate Scientology religious
21 practices.

22 **B. Narconon is a Recruitment Program for the Church of Scientology**

23 40. Scientology publications show that the Narconon Program is part of Scientology’s
24 spiritual plan to “clear” the planet – i.e., for all humans to achieve enlightenment or a heightened
25 spiritual state according to Scientology principles. (To “go clear” is the ultimate spiritual goal
26 for a Scientologist, achieved after one goes up the “Bridge to Total Freedom.”)

1 41. The Narconon Program and Narconon Centers are used to recruit people into the
2 Church of Scientology and Patients who complete the Narconon Program are to be “route[d] to
3 the nearest Org for further services if the individual so desires.”

4 42. The Church of Scientology and Narconon refer to the Narconon Program as the
5 “Bridge to the Bridge” - the initial step in recruiting vulnerable people with addictions to
6 Scientology and placing them on the “Bridge to Total Freedom,” the key spiritual journey that
7 practitioners of the Scientology religion undertake

8 43. The Church of Scientology recognizes and rewards Narconon Centers for
9 indoctrinating Patients into Scientology through the Narconon Program. For example, NFS
10 displays a plaque from the Church of Scientology at its corporate headquarters that thanks its
11 Executive Director Larry Trahant and “The Narconon Fresh Start Team” for introducing Patients
12 to L. Ron Hubbard and “The Bridge.” The plaque states:

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

17 44. NNC and NFS, like all Narconon Centers, use the Narconon Program to
18 indoctrinate unwitting Patients seeking drug rehabilitation into the Church of Scientology.

19 **C. Defendants’ False Representations and Breaches of Contract**

20 45. Patients or their family members paid, on average, over \$30,000 for drug
21 rehabilitation treatment at Narconon Centers.

22 46. Patients who paid, or whose family members paid, for drug treatment services at
23 NNC received a contract that stated (emphasis added):

24 NNC is a fully licensed and accredited drug rehabilitation program
25 with multiple facilities in California. It has been operating since
26 1992 and has provided services to thousands of people throughout
27 the United States and abroad. **NNC dba NRC delivers a
comprehensive social-education based drug and alcohol**

1 **treatment program** using the Narconon methodology. The
2 program was developed by William Benitez in 1966, while an
3 inmate at an Arizona state penitentiary. The techniques used in the
4 program are based on specific discoveries involving problems of
5 substance abuse and rehabilitation of L. Ron Hubbard, the founder
6 of Scientology. **This program is secular and not associated with
7 any religion.** Students are free to practice the religion of their
8 choice and attend religious services that are available in the local
9 area.

10 47. Plaintiff Landers' contract with NFS for drug rehabilitation services states:

11 NARCONON FRESH START (FRESH START) drug and alcohol
12 rehabilitation program has an excellent success rate for students
13 who actively and honestly participate in and complete the entire
14 program. Our program is designed to achieve this positive result
15 with specific program steps and procedures, in a gradient found to
16 be most workable and successful based on 40 years of experience
17 in treating chemical dependency.

18 Fresh Start delivers a comprehensive drug and alcohol treatment
19 program using the Narconon program methodology. This
20 methodology was written and developed by founder William
21 Benitez, and author L. Ron Hubbard. This is based on the client's
22 (called students) completion of established, results-oriented
23 treatment goals, as opposed to a set number of days or weeks in
24 treatment. The amount of time it takes each individual to complete
25 the program varies, but should average between 90 to 120 days.

26 48. Contrary to what the contract provides, the materials in the Narconon Program are
27 not "a comprehensive drug and alcohol treatment program" but rather Scientology propaganda.

49. Likewise, the materials in the Narconon Program are not "specific discoveries
involving problems of substance abuse and rehabilitation" that L. Ron Hubbard made, but rather
are substantially identical to the programs and literature provided to practitioners of the
Scientology religion.

50. The Narconon Program is not secular as claimed by Defendants but rather
consists entirely of Church of Scientology practices and requires that Patients study Scientology
doctrines.

1 51. Patients are forced to engage in Scientology rituals such as multiple, day-long, hot
2 sauna treatments combined with vitamin or mineral supplements, under the dangerous premise
3 that this Scientology ritual can treat substance abuse and addictions.

4 52. Defendants falsely advertised that the Narconon Program has a success rate
5 between seventy (70%) and ninety (90%) percent. Defendants made these false statements on
6 websites they own and maintain for the purposes of recruiting people with addictions to
7 participate in their program, in many phone conversations between Defendants or their
8 representatives and Plaintiffs and Class Members, and in contracts they present to Patients
9 seeking drug rehabilitation.

10 53. Defendants also make use of drug addiction interventionists – people who offer
11 paid services coordinating “interventions” on behalf of the family and friends of drug addicts.
12 Defendants’ representatives refer families of drug addicts who are seeking intervention services
13 to particular interventionists. These referrals in turn create a financial incentive for
14 interventionists to conceal from patients or their families that Narconon Centers are part of the
15 Church of Scientology.

16 54. On information and belief, Defendants’ representatives also expressly warn
17 intervention specialists against telling families that the Narconon Centers are associated with
18 Scientology.

19 **IV. REPRESENTATIVE PLAINTIFFS’ ALLEGATIONS**

20 **Nathan Burgoon**

21 55. On or about November 18, 2014, Plaintiff Nathan Burgoon paid \$37,500.00 to
22 receive drug rehabilitation treatment at NNC.

23 56. Mr. Burgoon found NNC when researching drug treatment facilities on the
24 Internet in or around June 2014.

25 57. Mr. Burgoon was looking for, and thought he had found, a secular program that
26 offered medically-supervised drug rehabilitation treatment.

1 68. Mr. Landers and his parents (collectively referred to as “the Landers”) asked
2 Carmichael if the program was secular. Mr. Carmichael referred them to the NFS website,
3 which states that the program was secular.

4 69. Another NFS representative also later confirmed in a phone conversation with the
5 Landers that NFS was a secular drug rehabilitation facility and reassured the Landers that no
6 religious views would be promoted.

7 70. In making his decision to enroll into NNC, Mr. Landers reasonably relied upon
8 Defendants’ claims that the Narconon Program provided secular drug rehabilitation with a high
9 success rate.

10 71. On or about October 2, 2014, the Landers arrived at NFS’s Warner Springs drug
11 rehabilitation facility to drop off Mr. Landers. Mr. Landers paid \$10,000.00 to receive drug
12 rehabilitation treatment at NFS.

13 72. Shortly thereafter, it became apparent to Mr. Landers that NFS had strong ties to
14 Scientology and the Narconon Program was a tool to promote its teachings. Mr. Landers
15 observed that all of the text books used by NFS were written by L. Ron Hubbard. Furthermore,
16 Mr. Landers was regularly forced to perform Scientology rituals that were often mischaracterized
17 as drills, exercises and/or counselling sessions. Mr. Landers advised his parents of his
18 experiences at NFS and with their consent decided to leave the NFS Warner Springs Facility.
19 Mr. Landers’ parents also placed put a stop payment request on a personal check written to NFS
20 for \$21,000.00.

21 73. Had Mr. Landers been informed that treatment at NFS consisted of and required
22 the study of Scientology religious doctrines and participation in Scientology’s religious rituals,
23 he would not have enrolled in a Narconon Program or paid for the treatment.

24 **V. RELATIONSHIP BETWEEN DEFENDANTS**

25 74. Plaintiffs incorporate by reference all preceding paragraphs.

26 75. ABLE and NI govern and control nearly every aspect of all Narconon Centers’
27 business activities.

1 76. Western also exerts control over several Narconon Centers, including NNC and
2 NFS, and, together with ABLE and NI, governs and controls nearly every aspect of Narconon
3 Centers' business activities.

4 77. NI publishes the Narconon Program operations manuals and requires that
5 individual Narconon Centers such as NNC and NFS abide by these manuals in their operations.

6 78. These manuals show that NI and ABLE have the ultimate authority over the
7 employees of all Narconon Centers.

8 79. These manuals also show that Western also shares the ultimate authority over the
9 employees of many Narconon Centers including but not limited to NNC and NFS.

10 80. For example, the manuals state that Narconon Centers cannot demote, transfer, or
11 dismiss a permanent staff member without approval from the Senior Director of Administration
12 at NI.

13 81. Similarly, NI, ABLE, and in some instances Western, have the ultimate authority
14 over the hiring of staff members at Narconon Centers.

15 82. NI, ABLE, and Western have the ultimate authority over the hiring, termination,
16 and discipline of staff members at NNC and NFS.

17 83. The operations manuals require staff members at Narconon Centers to report
18 misconduct or, in Scientology terms, "nonoptimum conduct" to a central Quality Control
19 Supervisor at NI.

20 84. NI investigates "misconduct" (conduct contrary to the principles, doctrines, and
21 administrative directives of Scientology) at Narconon Centers and may take disciplinary action
22 against the staff members of Narconon Centers. For some Narconon Centers such as NNC and
23 NFS, the investigation and disciplinary process is completed jointly by NI and Western.

24 85. NI and Western receive a percentage of the weekly gross income earned by many
25 or all of the Narconon Centers including NNC and NFS.

26 86. NI requires Narconon Centers, including NNC and NFS to send their detailed
27 weekly reports containing statistics of more than 40 different metrics.

1 87. NI, and in some cases Western, review these weekly reports and order changes
2 based on increases or decreases in the statistics in the reports. NI and Western both review the
3 weekly reports and order changes for NNC and NFS.

4 88. NI, ABLE, and in some instances Western, require that Narconon Centers receive
5 approval on all promotional materials before dissemination. NNC and NFS must obtain NI,
6 ABLE, and Western's approval of all promotional materials.

7 89. Narconon Centers must obtain prior approval of their Internet websites from NI,
8 ABLE, and in some instances, Western. NNC and NFS are both required to obtain approval of
9 their Internet websites from NI, ABLE, and Western before said websites are published to the
10 Internet.

11 90. NI, ABLE, and in some instances Western, also participate in creating advertising
12 materials for Narconon Centers and mandate approval of all advertising content. NI, ABLE, and
13 Western participate in creating advertising material and require approval of advertising content
14 for NNC and NFS.

15 91. NI requires Narconon Centers, including NNC and NFS, to maintain a "building
16 account fund" in which monies from the gross income fund are deposited weekly. This money is
17 used to purchase premises for new Narconon Centers and also serves as a cushion to protect the
18 organization in times of financial hardship.

19 92. The "building fund" is under the control of NI.

20 93. NI, ABLE, and in some instances Western, conduct "tech inspections" at
21 Narconon Centers. NI, ABLE and Western conduct such "tech inspections" at NNC and NFS.

22 94. These inspections entail monitoring the manner in which Narconon Centers
23 deliver the Narconon Program to Patients and making corrections to ensure the Program is
24 applied consistently at all Centers and in accordance with the principles of the Scientology
25 religion.

1 95. NI, ABLE, and in some instances Western, instruct staff at Narconon Centers,
2 including NFS and NNC, as to the exact manner in which they are to perform their services and
3 deliver/implement the Narconon Program.

4 96. NI, ABLE, and in some instances Western, publish the materials authorized to be
5 sold in Narconon Centers' bookstores, including bookstores located inside NNC and NFS
6 facilities.

7 97. The NI Director of Technology and Approval demands and ensures that there are
8 good photos of L. Ron Hubbard visible in every facility and that materials are available to
9 Patients and staff as to L. Ron Hubbard's contributions in the field of alcohol and drug
10 rehabilitation.

11 98. NI, ABLE, and in some instances Western, provide direction and support to
12 individual Narconon Centers, including NNC and NFS, on legal problems, including Patient
13 requests for refunds and complaints to the Better Business Bureau or other consumer protection
14 entities.

15 99. NI, ABLE, and in some instances Western, hold final authority over all decisions
16 at Narconon Centers related to hiring and firing, delivery of services, finances, advertising,
17 training, and general operations. In the case of NNC and NFS said final authority is held and
18 exercised by NI, ABLE, and Western.

19 100. NI, ABLE, and Western use the Narconon Program to recruit for and promote the
20 Scientology religion under the guise of providing drug rehabilitation.

21 101. NI, Western, and ABLE are all principals served by their agents, the individual
22 Narconon Centers.

23 **VI. CLASS ACTION ALLEGATIONS**

24 102. Plaintiffs and Class Members bring all claims as a class action pursuant to
25 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure. This action satisfies the
26 requirements set forth under Federal Rules of Civil Procedure 23(a), as well as the requirements
27 for certification under Rules 23(b)(2) and (b)(3).

1 103. Plaintiffs advance this action on behalf of the following Class:

2 **National Class**

3 All individuals in the United States who paid for and/or
4 participated in drug rehabilitation services at a Narconon Center.

5 Excluded from the Class are Defendants, their legal
6 representatives, assigns, and successors and any entity in which
7 Defendants have a controlling interest. Also excluded is the judge
8 to whom this case is assigned and any member of the judge's
9 immediate family and judicial staff. Any claims for personal
injury are also excluded from the Class.

10 **NNC Sub-Class**

11 All individuals in the United States who paid for and/or
12 participated in drug rehabilitation services at NNC located in the
State of California.

13 Excluded from the Class are Defendants, their legal
14 representatives, assigns, and successors and any entity in which
15 Defendants have a controlling interest. Also excluded is the judge
16 to whom this case is assigned and any member of the judge's
immediate family and judicial staff.

17 **NFS Sub-Class**

18 All individuals in the United States who paid for and/or
19 participated in drug rehabilitation services at Narconon Centers
owned by NFS.

20 Excluded from the Class are Defendants, their legal
21 representatives, assigns, and successors and any entity in which
22 Defendants have a controlling interest. Also excluded is the judge
to whom this case is assigned and any member of the judge's
23 immediate family and judicial staff.

24 **Western Sub-Class**

25 All individuals in the United States who paid for and/or received
26 drug rehabilitation services at a Narconon Center that is affiliated
with Western.

1 Excluded from the Class are Defendants, their legal
2 representatives, assigns, and successors and any entity in which
3 Defendants have a controlling interest. Also excluded is the judge
4 to whom this case is assigned and any member of the judge's
5 immediate family and judicial staff.

6 104. Claims for personal injury are specifically excluded from the Class.

7 105. The "Class Period" means:

8 a. Three years prior to the filing of the Complaint in this action for Causes of
9 Action I and III.

10 b. Four years prior to the filing of the Complaint in this action for Causes of
11 Action II, IV, V, and VI.

12 106. **Numerosity**: Although the actual size of the Class is uncertain, Plaintiffs are
13 informed and believe the Class is comprised of many hundreds of individuals treated at each of
14 the many Narconon Centers throughout the United States, making joinder impractical. The
15 disposition of the claims of these Class Members in a single action will provide substantial
16 benefits to all parties and to the Court.

17 107. **Commonality**: There are questions of law and fact common to Plaintiffs and the
18 Class, including the following:

- 19 • Whether Defendants breached the contracts they entered into with Plaintiffs
20 and the Class Members;
- 21 • Whether the Narconon Program is secular;
- 22 • Whether Defendants represented the Narconon Program as secular;
- 23 • Whether Defendants falsely represented the success rate of the Narconon
24 Program;
- 25 • Whether the Narconon Program consists of the tenets of the Scientology
26 religion;
- 27 • Whether the Narconon Program requires participants to study the beliefs of and
engage in practices of the Scientology religion;

- 1 • Whether Defendants knew or should have known about the falsity of their
2 claims;
- 3 • Whether Defendants failed to disclose the falsity of their claims to Plaintiffs
4 and the Class;
- 5 • Whether Defendants engaged in misrepresentations and failures to disclose
6 material facts that violated California Business and Professions Code Section
7 17200;
- 8 • Whether Defendants' actions, including their misrepresentations, were in
9 violation of California Civil Code section 1770(a)(5);
- 10 • Whether Defendants' advertising is false, untrue, or misleading within the
11 meaning of California Business and Professions Code Section 17500;
- 12 • Whether Defendants acted intentionally in making the misrepresentations
13 alleged in this Complaint;
- 14 • Whether Defendants breached contracts with Plaintiffs and the Class Members
15 by failing to provide a program that is secular and has the success rate stated
16 by Defendants;
- 17 • Whether Defendants, through their conduct, received money that, in equity and
18 good conscience, belongs to Plaintiffs and Class Members; and
- 19 • Whether Plaintiffs and Class Members are entitled to damages, equitable relief,
20 and injunctive relief.

21 108. **Typicality:** Plaintiffs' claims are typical of the claims of the Class Members, in
22 that Defendants made the same misrepresentations and material omissions to the Plaintiffs, the
23 Class, and the public through substantially identical websites and marketing materials. Plaintiffs,
24 like all Class Members, attended a Narconon Center and were treated under the Narconon
25 Program. Plaintiffs, like all Class Members, suffered a common injury. None of them received
26 the secular drug rehabilitation and therapy services with a high success rate for which they paid.
27 Consequently, both Plaintiffs and Class Members incurred monetary damages including but not

1 limited to the cost of treatment. The factual basis of Defendants' misconduct is common to all
2 Class Members.

3 109. **Adequacy**: Plaintiffs will fairly and adequately represent and protect the interests
4 of the Class. Plaintiffs have retained counsel with several decades of experience in prosecuting
5 consumer class actions, including actions involving defective rehabilitation programs,
6 misrepresentations and failures to disclose material information regarding products and services,
7 and violation of consumer protection statutes. Plaintiffs and their counsel are committed to
8 vigorously prosecuting this action on behalf of the Class and have the financial resources to do
9 so. Neither Plaintiffs nor their counsel have any interests adverse to those of the Class.

10 110. **Predominance of Common Questions**: Common questions of law and fact
11 predominate over any questions involving individualized analysis. Fundamentally there are no
12 material questions of fact or law that are not common to the Class. All members of the class
13 purchased the same program, developed and controlled by the same Defendants. All were
14 exposed to the same misrepresentations. All executed the same or substantially similar contracts.

15 111. **Superiority**: Plaintiffs and the Class Members have all suffered and will
16 continue to suffer harm and damages as a result of Defendants' unlawful and wrongful conduct.
17 A class action is superior to other available methods for the fair and efficient adjudication of the
18 subject controversy. Because of the relatively small size of the individual Class Members'
19 claims, and because of the health and lifestyle challenges many addicts face, most Class
20 Members likely would find the burden and cost of litigating their individual claims to be
21 prohibitive, and will therefore have no effective remedy at law. Thus, absent a class action,
22 Class Members will continue to incur damages and Defendants' misconduct will proceed without
23 remedy. The class treatment of common questions of law and fact is also superior to multiple
24 individual actions or piecemeal litigation in that it conserves the resources of the courts and the
25 litigants, and promotes consistency and efficiency of adjudication.

VII. FIRST CAUSE OF ACTION

(Violation of California’s Consumers Legal Remedies Act (“CLRA”))

(Brought on Behalf of the Entire Class)

112. Plaintiffs incorporate by reference all preceding paragraphs.

113. Defendants are persons as defined by California Civil Code §1761(c).

114. Defendants violated California Civil Code §1770(a)(5) and (a)(7) when:

a. Defendants represented, through their advertising and other express representations, that the drug rehabilitation services they offered were “secular” and not associated with any religion when, in fact, their treatment program required the Plaintiff and Class Members to study Scientology and engage in Scientology religious rituals as “treatment.”

b. Defendants falsely represented that the Narconon Program/Narconon Centers had a success rate of seventy (70%) percent or higher.

115. Defendants’ deceptive practices, including the use of deceptive marketing practices, were specifically designed to induce Plaintiffs and members of the Class to pay money to Defendants and receive drug treatment at a Narconon Center. ”

116. To this day, Defendants continue to engage in unlawful practices in violation of the California Consumers Legal Remedies Act.

117. Defendants’ deceptive trade practices are likely to continue without court intervention.

118. Plaintiffs therefore seek injunctive relief pursuant to Cal. Civ. Code § 1782(d).

119. Plaintiffs sent a notice to Defendants as required by Cal. Civ. Code § 1782(a).

120. Plaintiffs are entitled to all available relief under Cal. Civ. Code § 1780, including Plaintiffs’ attorney’s fees, costs of this action, and an injunction restraining Defendants from further engaging in the deceptive trade practices complained of herein.

VIII. SECOND CAUSE OF ACTION

(Violation of California’s Unfair Competition Law)

(Brought on Behalf of the Entire Class)

121. Plaintiffs incorporate by reference all preceding paragraphs.

122. California Business and Professions Code § 17200 *et seq.* (the “UCL”) prohibits acts of unfair competition, which includes unlawful business practices.

123. Defendants have engaged in and continue to engage in unlawful business practices by representing, through their advertising, warranties, and other express representations that the Narconon Program had characteristics it did not actually have.

124. Defendants violated the UCL by falsely representing that the Narconon Program is of a particular standard or quality, including representations that the Narconon Program is “secular,” “not associated with any religion,” and has a success rate of seventy (70%) percent or higher.

125. Defendants’ deceptive practices constitute an unlawful business practice in that they violate California’s Consumers Legal Remedies Act and California’s False Advertising Law (“FAL”).

126. Defendants’ deceptive practices constitute a fraudulent business practice under the UCL in that Defendants made and continue to make false representations about the quality, nature, and success rate of the Narconon Program in order to induce vulnerable individuals suffering from serious addictions (a) to pay money, sometimes tens of thousands of dollars, to participate in the Program and (b) to join the Scientology religion.

127. Defendants’ deceptive practices constitute an unfair business practice under the UCL in that they violate established public policy, including the CLRA and the FAL, and the gravity of Defendants’ conduct and the harm to Plaintiffs and the Class outweighs any utility or benefit.

1 128. To this day, Defendants have engaged and continue to engage in unlawful
2 business practices by continually misrepresenting facts about the Narconon Program regarding
3 its characteristics, nature, association with Scientology, and success rates.

4 129. As a direct and proximate cause of Defendants' unfair and unlawful methods of
5 competition and unfair, deceptive, or unlawful acts or practices, Plaintiffs and the Class
6 Members have lost money they have paid to receive treatment for their addictions.

7 130. As a direct result of their unlawful, unfair, or fraudulent practices, Defendants
8 have been unjustly enriched and should be required to make restitution to Plaintiffs and the Class
9 Members pursuant to §17203 of the California Business & Professions Code.

10 131. Plaintiffs and all respective Class Members are entitled to all available relief
11 under the California Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.*, including,
12 without limitation, restitution and injunctive relief.

13 **IX. THIRD CAUSE OF ACTION**

14 **(Violation of California's False Advertising Law)**

15 **(Brought on Behalf of the Entire Class)**

16 132. Plaintiffs incorporate by reference all preceding paragraphs.

17 133. Plaintiffs and Defendants are both "person[s]" as defined by California Business
18 & Professions Code §17506. California Business & Professions Code §17535 authorizes a
19 private right of action on both an individual and representative basis.

20 134. The misrepresentations, acts, and non-disclosures by Defendants of the material
21 facts detailed in this Complaint constitute false and misleading advertising and therefore violate
22 Business & Professions Code §§ 17500 *et seq.*

23 135. At all times relevant, Defendants' advertising and promotion regarding its drug
24 rehabilitation program, the Narconon Program, were untrue, misleading, and likely to deceive the
25 reasonable consumer and the public.

1 136. In fact, Defendants deceived Plaintiffs and Class Members similarly situated by
2 representing that the Narconon Program was “secular,” “not associated with any religion,” and
3 had a success rate of seventy (70%) percent or higher.

4 137. Defendants knew or had reason to know, and failed to disclose that, their
5 Narconon Program was not secular, was associated with and consisted of the teachings of the
6 Church of Scientology, and had a success rate much lower than what was stated.

7 138. Defendants engaged in the false and/or misleading advertising and marketing as
8 alleged herein with the intent to directly or indirectly induce the Plaintiffs and Class Members
9 into entering their facilities when Defendants knew, or had reason to know, that their
10 representations were in fact false.

11 139. Defendants knew or should have known that the statements and/or omissions
12 were untrue or misleading, and acted in violation of California Business & Professions Code
13 §§ 17500 *et seq.*

14 140. Plaintiffs and Class Members have suffered injury in fact and have lost money
15 and/or property as a result of Defendants’ false advertising.

16 141. Plaintiffs and Class Members were deceived by and consequently injured because
17 Defendants falsely advertised the Narconon Program as a secular treatment program with a 70
18 percent success rate or higher. Plaintiffs and Class Members would have chosen a different drug
19 rehabilitation facility if: (1) Class Members and Plaintiffs had knowledge about Narconon
20 Program’s and/or Narconon Center’s ties to Scientology; or (2) Defendants had not falsely
21 represented a high success rate for the Narconon Program.

22 142. This false and misleading advertising presents a continuing threat to consumers,
23 particularly vulnerable consumers suffering from drug addictions and the family members who
24 seek drug rehabilitation help for them.

25 143. Defendants’ misrepresentations already have and are likely to deceive Class
26 Members.

1 144. As a direct and proximate result of the aforementioned acts and representations of
2 Defendants, Defendants received and continue to hold monies rightfully belonging to Plaintiffs
3 and the Class Members, all of whom who were induced into entering the Defendants' facilities to
4 receive treatment during the Class period or paying for others to enter the facilities.

5 145. Plaintiffs and all respective Class Members are entitled to all available relief
6 under the California Bus. & Prof. Code § 17535, including, without limitation, restitution and
7 injunctive relief.

8 **X. FOURTH CAUSE OF ACTION**

9 **(Negligent Misrepresentation)**

10 **(Brought on Behalf of the Entire Class)**

11 146. Plaintiffs incorporate by reference all preceding paragraphs.

12 147. Defendants negligently misrepresented to the public, including Plaintiffs and
13 Class Members, that the Narconon Program was "secular," "not associated with any religion,"
14 and had a success rate of seventy (70%) percent or higher.

15 148. Defendants made the misrepresentation with the intention to induce Plaintiffs and
16 Class Members to pay for and enroll in Narconon Centers and participate in the Narconon
17 Program.

18 149. Plaintiffs and Class Members reasonably relied upon Defendants' advertising
19 representations and, in reliance on them, paid for and enrolled in Narconon Centers and
20 participated in the Narconon Program.

21 150. Defendants made the misrepresentations alleged herein when they knew or should
22 have known these representations to be untrue. Defendants had no reasonable basis for believing
23 the representations to be true.

24 151. As a proximate result of Defendants' negligent misrepresentations, Plaintiffs and
25 Class Members incurred damages including but not limited to out-of-pocket costs for treatment
26 at the Narconon Centers.

1 D. An order enjoining Defendants from continuing to offer its deceptive “drug
2 treatment programs;”

3 D. An award to Plaintiffs and the Class of compensatory, exemplary and statutory
4 damages, including interest, in an amount to be proven at trial, except that for now, Plaintiffs
5 seek only equitable and injunctive relief with respect to their claims under California’s
6 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*;

7 E. A declaration that Defendants must disgorge, for the benefit of the Class, all or
8 part of the ill-gotten profits they received from the operation of their drug treatment centers, or to
9 make full restitution to Plaintiffs and the Members of the Class;

10 F. An award of attorneys’ fees and costs, as allowed by law;

11 G. An award of pre-judgment and post-judgment interest, as provided by law;

12 H. Leave to amend the Complaint to conform to the evidence produced at trial; and

13 I. Such other or further relief as may be appropriate under the circumstances.

14 **XIII. DEMAND FOR JURY TRIAL**

15 Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs demand a trial by jury of any and all issues in
16 this action so triable of right.

17 Dated: March 25, 2015.

18 Respectfully submitted,

19
20 By: /s/ Michael F. Ram

21 Michael F. Ram (SBN 104805)
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
NATHAN BURGOON and CALEB LANDERS
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)
See Attached

DEFENDANTS
See Attached
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State X 1 1 Incorporated or Principal Place of Business In This State 4 X 4
Citizen of Another State X 2 2 Incorporated and Principal Place of Business In Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)
X 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)
Brief description of cause:
Fraud and Negligent Misrepresentation

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint: JURY DEMAND: X Yes 9 No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE 03/25/2015 SIGNATURE OF ATTORNEY OF RECORD /s/ Michael F. Ram (SBN 104805)

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)
(Place an "X" in One Box Only)
SAN FRANCISCO/OAKLAND SAN JOSE EUREKA

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Nathan Burgoon et al. v. Narconon of Northern California et al.

ATTACHMENT TO CIVIL COVER SHEET

I. (a) DEFENDANTS:

NARCONON OF NORTHERN CALIFORNIA

NARCONON FRESH START

ASSOCIATION FOR BETTER LIVING AND EDUCATION
INTERNATIONAL

NARCONON WESTERN UNITED STATES

DOES 1-100

ROE Corporations I – X

(c) Attorneys for Plaintiffs:

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Facsimile: (206) 350-3528

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

NATHAN BURGOON and CALEB LANDERS, on behalf of themselves and all others similarly situated,

Plaintiff(s)

NARCONON OF NORTHERN CALIFORNIA d/b/a NARCONON REDWOOD CLIFFS, HALCYON HORIZONS, a California Corporation; NARCONON FRESH START d/b/a WARNER SPRINGS, a California Corporation; ASSOCIATION FOR BETTER LIVING AND EDUCATION INTERNATIONAL, a California Corporation; NARCONON WESTERN UNITED STATES, a California Corp. NARCONON INTERNATIONAL, a California Corp. and DOES 1-100, ROE Corps I -- X

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NARCONON OF NORTHERN CALIFORNIA d/b/a NARCONON REDWOOD CLIFFS, HALCYON HORIZONS c/o DENNIS HOWELL, Registered Agent 240 Westgate Drive Watsonville, California, 95076

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

See Attached

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Nathan Burgoon et al. v. Narconon of Northern California et al.

ATTACHMENT TO SUMMONS IN A CIVIL ACTION

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UNITED STATES DISTRICT COURT

for the

Northern District of California

NATHAN BURGOON and CALEB LANDERS, on behalf of themselves and all others similarly situated,

Plaintiff(s)

NARCONON OF NORTHERN CALIFORNIA d/b/a NARCONON REDWOOD CLIFFS, HALCYON HORIZONS, a California Corporation; NARCONON FRESH START d/b/a WARNER SPRINGS, a California Corporation; ASSOCIATION FOR BETTER LIVING AND EDUCATION INTERNATIONAL, a California Corporation; NARCONON WESTERN UNITED STATES, a California Corp.; NARCONON INTERNATIONAL, a California Corp. and DOES 1-100, ROE Corps I-- X

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NARCONON FRESH START d/b/a WARNER SPRINGS c/o P. MARK KIRWIN, Registered Agent 4480 Market Street, Suite 804 Ventura, California 93003

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

See Attached

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Nathan Burgoon et al. v. Narconon of Northern California et al.

ATTACHMENT TO SUMMONS IN A CIVIL ACTION

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

NATHAN BURGOON and CALEB LANDERS, on behalf of themselves and all others similarly situated,

Plaintiff(s)

NARCONON OF NORTHERN CALIFORNIA d/b/a NARCONON REDWOOD CLIFFS, HALCYON HORIZONS, a California Corporation; NARCONON FRESH START d/b/a WARNER SPRINGS, a California Corporation; ASSOCIATION FOR BETTER LIVING AND EDUCATION INTERNATIONAL, a California Corporation; NARCONON WESTERN UNITED STATES, a California Corp. NARCONON INTERNATIONAL, a California Corp. and DOES 1-100, ROE Corps I-- X

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ASSOCIATION FOR BETTER LIVING AND EDUCATION INTERNATIONAL c/o TIMOTHY BOWLES, Registered Agent 1 South Fair Oaks Avenue, Suite 301 Pasadena, California 91105

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

See Attached

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Nathan Burgoon et al. v. Narconon of Northern California et al.

ATTACHMENT TO SUMMONS IN A CIVIL ACTION

Attorneys for Plaintiffs:

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

NATHAN BURGOON and CALEB LANDERS, on behalf of themselves and all others similarly situated,

Plaintiff(s)

NARCONON OF NORTHERN CALIFORNIA d/b/a NARCONON REDWOOD CLIFFS, HALCYON HORIZONS, a California Corporation; NARCONON FRESH START d/b/a WARNER SPRINGS, a California Corporation; ASSOCIATION FOR BETTER LIVING AND EDUCATION INTERNATIONAL, a California Corporation; NARCONON WESTERN UNITED STATES, a California Corp; NARCONON INTERNATIONAL, a California Corp and DOES 1-100, ROE Corps I-- X

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NARCONON WESTERN UNITED STATES c/o LURIA K. DION, Registered Agent 249 North Brand Blvd., Suite #384 Glendale, California 91203-2609

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

See Attached

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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_____ on *(date)* _____ ; or

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on *(date)* _____ , and mailed a copy to the individual's last known address; or

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designated by law to accept service of process on behalf of *(name of organization)* _____
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Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Nathan Burgoon et al. v. Narconon of Northern California et al.

ATTACHMENT TO SUMMONS IN A CIVIL ACTION

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UNITED STATES DISTRICT COURT

for the

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NATHAN BURGOON and CALEB LANDERS, on behalf of themselves and all others similarly situated,

Plaintiff(s)

Civil Action No.

NARCONON OF NORTHERN CALIFORNIA d/b/a NARCONON REDWOOD CLIFFS, HALCYON HORIZONS, a California Corporation; NARCONON FRESH START d/b/a WARNER SPRINGS, a California Corporation; ASSOCIATION FOR BETTER LIVING AND EDUCATION INTERNATIONAL, a California Corporation; NARCONON WESTERN UNITED STATES, a California Corp; NARCONON INTERNATIONAL, a California Corp and DOES 1-100, ROE Corps I-- X

Defendant(s)

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See Attached

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