

1 DAVID E. MILLER (CA BAR #294-095)

2 [david@sllawfirm.com](mailto:david@sllawfirm.com)

3 **SAEED & LITTLE, LLP**

4 1433 N. Meridian St., Ste 202

5 Indianapolis, IN 46202

6 Office: (317) 721-9214

7 Facsimile: (888) 422-3151

8 *Attorney for Plaintiff*

9 **IN THE UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
12 CANDICE TYLER, a Michigan  
13 Citizen; and JOHN DEBAY, a  
14 Michigan Citizen,

15 Plaintiffs,

16 vs.

17 NARCONON INTERNATIONAL, a  
18 California Corporation;  
19 ASSOCIATION OF BETTER LIVING  
20 AND EDUCATION  
21 INTERNATIONAL, a California  
22 Corporation; NARCONON FREEDOM  
23 CENTER d/b/a NARCONON  
24 FREEDOM TREATMENT CENTER, a  
25 Michigan Corporation; & DOES 1-100;  
26 ROE CORPORATIONS I-X, inclusive,

27 Defendants.

Case No.:

**REQUEST FOR INJUNCTIVE  
RELIEF, COMPLAINT FOR  
DAMAGES, AND JURY TRIAL  
DEMAND**

**Count 1: Breach of Contract**

**Count 2: Negligence**

**Count 3: Fraud**

**Count 4: Premise Liability**

**Count 5: Request for Injunctive  
Relief**

28 **I. INTRODUCTION**

1. Plaintiffs Candice Tyler (hereinafter "Plaintiff") and John Debay (hereinafter "Mr. Debay")(collectively "Plaintiffs") allege on information and

1 belief against Narconon International, Association of Better Living and Education  
2 International, Narconon Freedom Center d/b/a Narconon Freedom Treatment  
3 Center, and Does 1-100, ROE Corporations I-X, inclusive, the following:  
4

5 **II. PARTIES**

6 2. Plaintiffs are currently residents of Michigan and reside at 37929 Santa  
7 Barbara, Clinton Township, MI 48036.  
8

9 3. Defendant Narconon International (hereinafter "NI") is a California  
10 corporation with its principal place of business is Los Angeles, California.  
11 Narconon International may be served with process through its registered agent,  
12 Sherman D. Lenske, 6400 Canoga Avenue, Suite 315, Woodland Hills, CA 91367.  
13  
14

15 4. NI is the parent/licensor of Narconon Freedom Center (hereinafter  
16 "NFC"). NI exercises control over the time, manner, and method in which the  
17 operations and administration of NFC's facility are run.  
18

19 5. NI was doing business in the State of California by and through its agent  
20 and subsidiary/licensee NFC. NI may be served with process through its registered  
21 agent, Sherman D. Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, CA  
22 91367.  
23

24 6. NFC and NI are subsidiaries of the Association for Better Living and  
25 Education (hereinafter "ABLE"). ABLE oversees the drug rehabilitation,  
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1 education, and criminal justice activities of the Church of Scientology including,  
2 but not limited to, NFC and NI.

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

5 8. ABLE controls the time, manner, and method of NI's and NFC's  
6 businesses by actively managing their daily operations, including conducting  
7 inspections of Narconon centers and creating, licensing, and approving their  
8 marketing materials.  
9

10 9. ABLE transacts business in the State of California by and through its  
11 agents, NI and NFC. ABLE may be served with process through its registered  
12 agent, Sherman D. Lenske, 6400 Canoga Ave., Suite 315, Woodland Hills, CA  
13 91367.  
14

15 10. Defendant Narconon Freedom Center d/b/a Narconon Freedom  
16 Treatment Center, is, and at all times has relating to Plaintiff's injuries was, a  
17 corporation incorporated under the laws of, and with its principal place of business  
18 in, the State of Michigan. Defendant has been at all relevant times transacting  
19 business in Albion, Calhoun County, Michigan. Narconon Freedom Center may  
20 be served with process through its registered agent, Alan Kellman, 645 Griswold,  
21 Suite 1370, Detroit, MI 48226.  
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1        11. At this time, Plaintiff is unaware of the true names and capacities,  
2 whether they are solely individual, corporate, agents, horizontal associations,  
3 contracted medical professionals, or otherwise, Defendant DOES 1-100, inclusive,  
4 and therefore, sues these Defendants by a fictitious name. Plaintiff will seek leave  
5 of the Court to amend this Complaint when the identities of any Defendants are  
6 made known.  
7  
8

9            **III. JURISDICTION AND VENUE**

10        12. This Court has subject matter jurisdiction as it relates to the parties  
11 pursuant to 28 U.S.C. §1332(a). The amount in controversy exceeds \$75,000.00.  
12

13        13. Venue is proper in this Court pursuant to 28 U.S.C. §1391(a) because  
14 there is diversity between the parties. The Supreme Court recently issued the  
15 decision in *Diamler AG v. Bauman*, 134 S.Ct. 746, 2014, stating that a corporation  
16 is subject to general personal jurisdiction only where it is “at home.” The majority  
17 of Defendants reside in Central District of California; this Court therefore has the  
18 jurisdictional authority over this matter.  
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22        14. Furthermore, Defendants NI and ABLE have filed a 12(b)(2) motion in a  
23 similar case asserting their desire to avail themselves of the jurisdiction of the  
24 California District Courts. (See Exhibit 1, Defendant’s 12(b) Motion filed in  
25 District Court of Nevada, Cause No.: 2:14-cv-00629-JCM-NJK (hereinafter “12(b)  
26 Motion”)).  
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1           **IV.   FACTUAL ALLEGATIONS**

2           15.    Plaintiff started abusing alcohol in 2007 when her mother passed.  
3  
4           Plaintiff's father passed in 2009 and she transitioned into using cocaine. Plaintiff  
5           abused cocaine from July 2009 to September of 2009. In September 2009,  
6           Plaintiff began using crack cocaine and her addiction continued until February  
7  
8           2012.

9           16.    Mr. Debay discovered NI through an internet search of rehabilitation  
10           facilities and called through the number listed on the website to determine if they  
11           could help in Plaintiff's rehabilitation. Mr. Debay contacted the facility and Ryan  
12           Daniel (hereinafter "intake counselor") informed him of the benefits and the  
13           policies associated with the facility. Mr. Debay arranged for Brian Basel  
14           (hereinafter "intervention specialist") to travel to their home in Ann Arbor at that  
15           time to take Plaintiff to their facility. Mr. Basel was recommended by NFC as an  
16           intervention specialist to be used in bringing Plaintiff to the facility at Albion.  
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20           17.    The information provided to Mr. Debay indicated a high rate of success  
21           with the NI program in the range of seventy to eighty percent (70-80%) of those  
22           that completed the program. (See Exhibit 2, Narconon: 40 Years of Evidence of  
23           Recovery (hereinafter "40 Year Study")). Furthermore, Mr. Debay was repeatedly  
24           told by both the intake counselor and the intervention specialist that NFC and NI  
25           had a failure rate of less than ten percent (10%). The intake counselor especially  
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1 noted that strict adherence to the policies and stages of the program would be  
2 essential to Plaintiff's success. It was this extremely high rate of success that  
3 induced Mr. Debay to send Ms. Tyler to the facility at NFC.  
4

5 18. Mr. Debay was optimistic about the potential success rate of the NI  
6 program because he found it to be higher than that of 12 step programs or other  
7 rehabilitation facilities across the country.  
8

9 19. The information provided through the NI website and the information  
10 provided by the intake counselor that spoke with Mr. Debay made no indication of  
11 any relationship with Scientology, and only briefly stated that some of their  
12 techniques used were based on the work of L. Ron Hubbard. (See *Narconon's*  
13 *Website*, <http://www.narconon.org/about-narconon/faq.html#religious-component>,  
14 last visited on 07/21/14. See Exhibit 3, Printed Screen Captures of Narconon's  
15 Website (hereinafter "Screen Captures")).  
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19 20. NI's own website states the following "[t]he Narconon program is secular  
20 (non-religious)." (See Exhibit 3, Screen Captures at pg. 3 and pg. 5). Despite this  
21 assertion, NFC, NI, and ABLE set out a program based on the teachings of L. Ron  
22 Hubbard and the Church of Scientology. Patients are unwittingly practicing and  
23 studying Scientology in place of counseling for substance abuse, as set forth in  
24 more detail below.  
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1           21. Defendants NI and ABLE's own sworn pleading provided in the 12(b)  
2 Motion, asserts that the Narconon Program is in fact a "faith based" healing  
3 program. (See Exhibit 1, 12(b) Motion at pg. 23, ln. 10-11).  
4

5           22. Plaintiff was unaware of this until the morning of February 5, 2012, when  
6 the intervention specialist arrived at their residence to take her to NFC that day.  
7 Plaintiff initially and throughout most of the day refused to go and finally relented.  
8 At which point Mr. Debay paid the intervention specialist an upfront sum of  
9 \$2,700.00 to NFC.  
10  
11

12           23. Plaintiff agreed to go drug rehab at NFC on the condition that she be  
13 allowed to smoke crack on the way to the facility. The intervention specialist  
14 agreed and Plaintiff's dealer drove to her home so that she could get the drugs she  
15 planned to smoke on the way to NFC.  
16  
17

18           24. After Plaintiff secured the drugs, the intervention specialist and her drove  
19 to NFC. Along the drive, Plaintiff did smoke crack as the intervention specialist  
20 knowingly allowed her to do. Upon arriving at NFC, Plaintiff agreed to throw out  
21 all of her remaining drugs and paraphernalia at the entrance of the facility. Then  
22 they proceeded to enter the facility and Plaintiff went through the standard intake.  
23  
24

25           25. Upon the completion of the intake process, Plaintiff attempted to run  
26 from the facility to reclaim her drugs left at the front gate. At this point she was  
27 tackled and returned to the facility.  
28

1       26. Mr. Debay followed behind the intervention specialist and Plaintiff on  
2 their drive to NFC. Upon his arrival, Mr. Debay was asked to pay the additional  
3 sum of \$20,000.00 for the rehabilitation services that would be provided by NFC.  
4  
5 Upon Plaintiff's second return to NFC, Mr. Debay paid an additional \$8,500.00 for  
6 the treatments needed by the Plaintiff.

7  
8       27. In all correspondence with the intake counselor and the intervention  
9 specialist, Narconon was pitched as a secular or non-religious facility and the  
10 program each individual went under would not include in any participation in any  
11 religious studies of any kind. (See Exhibit 3, Screen Captures at pg. 3). Despite this  
12 assertion, the Narconon Programs required by the facility forces patients to  
13 unwittingly practicing and studying the tenets of Scientology in place of  
14 counseling for substance abuse, as set forth in more detail below.

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18       28. Plaintiff at this point in her life was very vulnerable and easily  
19 manipulated. A security guard, Rena Moore (hereinafter "Rena"), at the NFC took  
20 advantage of this vulnerability and convinced Plaintiff and Mr. Debay to purchase  
21 her a minivan. Mr. Debay purchased the vehicle and signed it over to Rena. Rena  
22 used Plaintiff's vulnerability to persuade her into the purchase of the vehicle.  
23  
24 Between the time in which Plaintiff met Rena and the time when the vehicle was  
25 purchased, Rena had become an "Ethics Officer" in charge of administering  
26 punishment if Plaintiff or other patients did not adhere with the NI program.  
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1           29.    Rena claimed that NFC would not adequately compensate her for the  
2 work that she did at NFC and therefore would need the car if she was to be able to  
3 get to work. Rena promised to help Plaintiff through her withdrawals and to go  
4 easy on her ethics violations if she would purchase her the vehicle. When the staff  
5 of NFC became aware of the car being purchased and given to Rena, Shawn  
6 Garrison contacted Mr. Debay and questioned him about the purchase. No action  
7 was taken by Mr. Garrison to prevent the purchase from happening and Mr. Debay  
8 did purchase the vehicle and turn it over to Rena.  
9  
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12           30.    Plaintiff attended the Albion facility twice, the first time she went  
13 through the program and after three weeks from entering in February 2012 she had  
14 to leave. At the time Plaintiff originally entered NFC she was taking Xanax to  
15 calm her anxiety. When Plaintiff was initially checked in she provided the entire  
16 list of substances she used, both legal and illegal. The NFC staff was aware of her  
17 Xanax prescription and repeatedly told her to stick with the NI program and she  
18 will make it through even though she protested that she needed a supervised  
19 medical detox.  
20  
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22

23           31.    Plaintiff upon beginning treatment learned that unlike other rehabilitation  
24 facilities, NFC and NI does not administer medication to ease the withdrawal  
25 symptoms but instead uses alternative techniques used only in NI based programs  
26 or found in the teachings of Scientology.  
27  
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1       32. Plaintiff left the program after one week in detoxification and then was  
2 taken to Sparrow Hospital in Lansing, Michigan, where she received a medical  
3 detox. NFC was not properly equipped to handle individuals who were in need of  
4 medical detox.  
5

6       33. Plaintiff completed her medical detox and then returned to NFC. After  
7 completing another three weeks Plaintiff left the NFC to return home on her own  
8 because the facility could not provide the counseling and rehabilitation support she  
9 was in need of at this time in her life. At this time Plaintiff knew that she had  
10 warrants out for her arrest associated with her drug use.  
11

12       34. Plaintiff returned home and remained there until December 2012.  
13 Plaintiff continued to use illegal drugs. She decided and maintained her addiction  
14 by only smoking crack on weekends and increased her alcohol consumption during  
15 this period of time.  
16  
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19       35. In early December 2012 Plaintiff was in a car accident and arrested on  
20 the outstanding warrants. Plaintiff was processed and sentenced to nine months in  
21 a county jail or be remanded to substance abuse facility. Plaintiff chose to return  
22 to NFC and was released from jail into NFC's custody on December 14, 2012.  
23

24       36. Plaintiff returned to NFC and began their withdrawal program and since  
25 she had been in the custody of law enforcement she was fast-tracked through the  
26 withdrawal program. She was transitioned into the NI program of rehabilitation  
27  
28

1 immediately the next day. This portion is overseen by the NFC staff members and  
2 includes a series of exercises that each of the patients engage in to allegedly help  
3 them get past their addiction.  
4

5 37. During this time, Plaintiff became aware that most, if not all, of the NFC  
6 staff members or counselors are “graduates” of the NI program. Some of the staff  
7 members have only completed the NI program as patients within the last few  
8 months. These staff members are now responsible for the care and supervision of  
9 patients with serious substance abuse problems and have little to no educational  
10 qualifications to support such a position.  
11

12 38. Traditionally, a “Gold Seal” is awarded to individuals who successfully  
13 complete the training process, which only consists of a certification only  
14 recognized by NI and NFC. Each staff member works under a Core Counselor  
15 who only has marginal oversight and control of the staff counselors.  
16

17 39. At most, NFC staff members have no other qualification for working  
18 with individuals who have substance abuse problems other than the fact that they  
19 completed the NI program. NFC staff members have no formal training in  
20 healthcare, such as nursing or counseling individuals suffering from addiction.  
21

22 40. NFC does not have adequate on-site medical staff to address the patient  
23 and situational load experienced at their location. Once a week a doctor makes a  
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1 round at NFC and during the remaining time there is a single registered nurse that  
2 has an office not associated with the withdrawal portion where patients are treated.

3  
4 41. At various times during Plaintiff's stay at NFC, it was common  
5 knowledge that staff members were "quarantined off" because they continued to  
6 indulge in their addiction to illegal substances. This continued use occurred after  
7 these counselors had cleared the NI program and received what little training they  
8 get to become a counselor to the new patients.

9  
10 42. If a "Core Supervisor" was found to be engaging in the use of illegal  
11 substance they would not be quarantined off in the same manner as the other lower  
12 level counselors. A Core Supervisor would be required to visit the nearest Church  
13 of Scientology and must receive clearance from them to return to a NI facility.  
14 These same Core Supervisors and counselors were the ones instructing Plaintiff to  
15 reenter the NI program and continue sauna and Niacin treatments.

16  
17 43. In early January 2013 she began the sauna treatments, which consisted of  
18 three hours a day and 100mg of Niacin. She was put on a sauna schedule by Brad  
19 Hemmerle and Matt Brown, who oversaw the sauna portion of the program.  
20 Plaintiff was initially started on three hours of sauna the first day, transitioning to  
21 four hours the second day, and finally five hours the third day.

22  
23 44. Plaintiff during this time started to have a bad reaction to the Niacin she  
24 was taking, which lead to headaches and an allergic reaction. She expressed her  
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1 concern to the staff at NFC and was informed that she would have to return to the  
2 sauna and continue taking Niacin. After two weeks of sauna and Niacin treatments  
3 Plaintiff began to cough up blood and was taken to an emergency room at the local  
4 hospital in Marshall, Michigan.

5  
6 45. Plaintiff again returned to sauna and Niacin treatments and continued to  
7 get worse. She returned to the hospital again and they provided her with Vicodin  
8 for the pain she was experiencing. She returned to NFC and was subsequently put  
9 through withdrawal again because of the pain medication that was provided. She  
10 was finally admitted to the University of Michigan Hospital and remained there for  
11 two days. When she was released they informed her that she should seek out a  
12 Gastrointestinal Specialist. NFC sent her home at this time for the following 30  
13 days from early February 2013 to March 2013.

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18 46. On February 14, 2013, Kyle Rector, of NFC, called and blackmailed Ms.  
19 Tyler; either she return to NFC or he would have her sent to jail. As part of the  
20 deal to keep Plaintiff was going to jail was her enrollment into a drug rehabilitation  
21 program, she agreed to return to NFC.

22  
23 47. Plaintiff returned to NFC on or about February 14, 2014, to begin  
24 treatments again. Kyle Rector, the one registered nurse at the facility, and the  
25 visiting physician had a meeting with Plaintiff and Mr. Debay regarding her  
26 entering the sauna and Niacin program again. This meeting was done with NFC  
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28

1 and the medical staff being fully aware of Plaintiff's reactions to the treatments  
2 being known. The physician informed Plaintiff that if she didn't restart the sauna  
3 program that she would not be able to complete the program and therefore NFC  
4 would have to report this to the court that requested her to complete a rehabilitation  
5 program. At this meeting the physician overseeing the facility repeatedly stated to  
6 Mr. Debay that "he knows the program works and that she must complete the  
7 sauna program."  
8  
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10  
11 48. Plaintiff still protested doing the sauna and Niacin program and was told  
12 that "if she didn't enter the sauna should would be wrote up on ethics violations"  
13 by the staff overseeing the sauna that day. Plaintiff then began the sauna and  
14 Niacin treatments again and on the first day she began to vomit blood just has she  
15 had on her prior treatments at NFC. She again was taken to the local hospital for  
16 treatment for her pain and was again given painkillers. NFC suspended Plaintiff at  
17 this point and she returned home shortly after. From there she turned herself in on  
18 an outstanding warrant, wherein she was released back into the custody of NFC  
19 and returned to Albion on or around mid-April.  
20  
21  
22

23 49. Instead of medically recognized substance abuse therapy, patients are  
24 directed to adhere to the NI program of studying eight books written by L. Ron  
25 Hubbard. Patients spend hours most days performing Training Routines contained  
26 within the books. NI and the Church of Scientology refer to the books as  
27  
28

1 “technology” or “study technology.” To complete the objectives of each book a  
2 patient is paired with a “twin” who must complete the objectives of each book  
3 before either can advance.  
4

5 50. It is because of this use of the books that NFC and NI pays a licensing fee  
6 to the Church of Scientology through ABLE.  
7

8 51. Each book in the NI program contains a 3-page “About the Author”  
9 section in addition to having his name in large font letters on the cover. This  
10 section provides, in pertinent part:  
11

12 L. Ron Hubbard’s discoveries make it possible for drug users  
13 to recover fully from their addiction. Narconon drug  
14 education and rehabilitation centers around the world use his  
15 techniques exclusively. For over thirty-five years, Narconon  
16 has been setting the pace in the field of drug rehabilitation,  
17 with (per independent studies) a 70 to 80 percent success rate  
18 in helping people to come off drugs – and *stay* off them.

19 L. Ron Hubbard departed his body on 24 January 1986. His  
20 breakthroughs in the field of drugs and their effects have  
21 given the planet its first truly workable and successful  
22 method of drug rehabilitation; and through his efforts,  
23 mankind has been provided with *real* solutions to the  
24 problems of today’s society. (emphases in original). (See  
25 Exhibit 4, *Narconon: Learning Improvement Course*, Book 3  
26 at pg. 199-201). (See also, Exhibit 6, The Deposition of  
27 Louis Adolph Casal, M.D. taken on March 21, 2012,  
28 (hereinafter “Deposition of Dr. Casal”) wherein Dr. Casal,  
the medical expert hired by Defendant NI and ABLE, states  
that he sees no basis to support the success claims made by  
Defendants, at pg. 136:21 – 137:9).

1       52. The books or “technology” use numerous Training Routines (hereinafter  
2 “TR”) as teaching tools. TRs are drills or exercises routinely used in Scientology.  
3  
4 Instead of meeting with a counselor or drug therapy specialist, Plaintiff was  
5 required to engage in the use of TRs with other individuals present during his  
6 rehabilitation. Plaintiff, like other individuals at NFC, engaged in activities with  
7  
8 no apparent connection to the treatment of substance abuse for hours at a time.  
9  
10 The use of TRs and the books of L. Ron Hubbard are a requirement for a  
11  
12 rehabilitation facility to use the “Narconon” name with the supervision of ABLE  
13  
14 and NI. These books present the teachings of the Church of Scientology as a form  
15  
16 of rehabilitation.

15       53. To protect against the supposed harm caused by withholds, NFC has  
16  
17 patients write out all the bad things they have done as “overts and withholds.” NFC  
18  
19 has patients write out their transgressions in great detail according to an  
20  
21 “Overt/Withhold Write-Up Format.” NFC directs patients to provide a detailed  
22  
23 narrative of the event including the exact time and place it occurred and the names  
24  
25 of the individuals affected. NFC then has patients provide the write-ups to  
26  
27 Narconon staff.  
28

25       54. The Overt/Withhold Write-Up Procedure serves as a type of auditing.  
26  
27 Auditing is one of the most common rituals of a practicing Scientologist. In these  
28



1 write-ups, NFC patients provide confidential details of the worse moments of their  
2 lives.

3 55. On information and belief, NFC uses the Overt/Withhold Write-Up  
4 Procedure as leverage to keep patients compliant with the NI program for fear that  
5 their write-ups may be disclosed. NI and NFC also call this write-up system under  
6 the name “Ethics” and each location has ethics officers who handle the write-ups  
7 and punishments associated with them. It was during this disclosure that Plaintiff  
8 informed the NFC staff about the car purchase for Rena.  
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12 56. NFC and Scientology teach that “misunderstood words” are the root of  
13 all confusion when studying a subject. To that end, NFC and Scientology require  
14 patients to spend hours “clearing” or looking up words, often in Scientology or L.  
15 Ron Hubbard dictionaries. Many of these “misunderstood” words patients must  
16 clear are words invented by, or given special meaning within, Scientology.  
17 Examples of such words include “doingness,” “enturbulate,” “thinkingness,”  
18 “dope-off,” “misemotion,” “divertive,” “reelingness,” “not know,” “randomities,”  
19 “livingness,” “creatingness,” “as-ising,” and “actingness.”  
20  
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23 57. NFC staff members use this Scientology-specific language both when  
24 instructing NFC patients, and in ordinary conversation with patients.  
25

26 58. L. Ron Hubbard quotes, using this Scientology-specific language, are  
27 displayed prominently around the NFC facility in Albion, Michigan.  
28

1       59. On several occasions members of NFC approached Plaintiff and  
2 attempted to persuade her into converting to Scientology. These attempts occurred  
3 during both of her tenures at the NFC.  
4

5       60. These attempts were not made in a casual or indirect way but with the  
6 direct intention of having Plaintiff change her faith.  
7

8       61. Each patient at NFC is required to undergo the Sauna Program. NI and  
9 NFC call this program the “New Life Detoxication” program. A patient must  
10 undergo this program to be considered to have completed the Narconon Program.  
11

12       62. NI’s and NFC’s “New Life Detoxication” program is substantially  
13 similar, if not identical, to Scientology’s ritual known as “Purification Rundown,”  
14 or the “Purif.” The Purification Rundown is part of Scientology’s “Bridge to Total  
15 Freedom.” The Bridge to Total Freedom is the path a practicing Scientologist  
16 moves up to attain the state of “Clear.” Attaining the state of Clear is often  
17 regarded as the highest goal for a Scientologist.  
18  
19

20       63. Under NFC’s sauna program, patients first exercise vigorously before  
21 entering the sauna each day. On entering the sauna, NFC requires each patient to  
22 ingest increasing doses of Niacin and a “vitamin bomb.” NFC increases patients’  
23 dosages of Niacin often exceeding 5,000 mg/day – well beyond the recommended  
24 daily allowance.  
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1       64. If a patient refuses to ingest the Niacin or other vitamins, the patient faces  
2 discipline or ethics violations, which may include having to spend additional days  
3 in the sauna.  
4

5       65. NFC requires patients to spend six hours per day for five weeks in a  
6 sauna at temperatures between 160 and 180 degrees Fahrenheit. Plaintiff, as  
7 discussed, spent two different time periods at NFC in the sauna program and  
8 suffered negative effects such as vomiting blood and allergic reactions brought on  
9 by the Niacin consumption. It was because of these sessions that she had to  
10 receive medical help for her reactions.  
11

12       66. At no point during the sauna treatments Plaintiff completed was there  
13 medical personnel there to oversee the health of the patients. There is only a  
14 “sauna supervisor” who sits outside the sauna while the patients are inside. The  
15 sauna supervisor does not have any medical or specialized training to deal with  
16 potential issues that could arise from health complications brought on by the sauna  
17 program, but serves as a policing force for the patients to ensure their compliance  
18 with the program.  
19

20       67. Plaintiff experienced severe dehydration, headaches, and persistent  
21 nausea during the sauna program. The Niacin made her feel ill during his times in  
22 the sauna and her general health declined while she was undergoing this portion of  
23 the NI program.  
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1       68.    NFC represented to Plaintiff and Mr. Debay that the treatments they  
2 provided were medically safe and have been scientifically-proven as effective.  
3 This assertion is directly countered by Defendants NI and ABLE's own medical  
4 expert testimony. (See Exhibit 6, Deposition of Dr. Casal). NFC's rationale for  
5 the sauna program is that residue of many different types of drugs remain in the  
6 body's fatty tissue long after use. The drug residue is released from the fatty tissue  
7 from time-to-time into the bloodstream causing the individual to crave the drug,  
8 and, ultimately, relapse. (See Exhibit 3, Screen Captures, pg. 7). NI and  
9 Scientology assert that the sauna program flushes these residual drug toxins out of  
10 the addict's system thereby reducing the cravings the residue causes.  
11

12       69.    NI's and NFC's claims about the benefits of its sauna program, *i.e.*,  
13 Scientology's Purification Rundown, are false and do not withstand scientific  
14 scrutiny. Contrary to NI's and NFC's claims, there is no scientific evidence that its  
15 sauna program flushes residual drug toxins out of a patient's fatty tissue. NFC, NI,  
16 and ABLE are all aware that there is no basis for these claims since the Deposition  
17 of Dr. Casal was taken and yet they continue to assert these statements as fact.  
18 (See Exhibit 6, Deposition of Dr. Casal). Nor is there any scientific evidence for  
19 their premise underlying the sauna program: "That residual drug toxins stored in  
20 fatty tissue leak into the bloodstream and cause drug cravings."  
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1       70. Not only does NI's and NFC's sauna program fail to live up to NI's  
2 claims about its benefits, the sauna program is dangerous. Both NI and ABLE are  
3 Defendants in multiple lawsuits nationally because of injuries sustained by patients  
4 who have sought treatment through the Narconon Program. By having patients  
5 ingest extreme doses of Niacin and other vitamins while sitting in extreme  
6 temperatures for hours, the sauna program unnecessarily exposes patients to  
7 serious health risks including severe dehydration.  
8  
9

10       71. NFC operates under the direction and instruction of Defendants NI and  
11 ABLE, Defendant NI publishes directives called, "Opening a Successful Narconon  
12 Center" and "Running an Effective Narconon Center." (See Exhibit 5 (hereinafter  
13 "Manuals"). NI and ABLE control the curriculum at NFC. Defendants NI and  
14 ABLE have authority to hire, fire, and make human resource decisions on behalf of  
15 NFC.  
16  
17  
18

19       72. NI and ABLE dictate which books are sold in the bookstores of the  
20 individual Narconon Facilities as well as controlling which pictures of L. Ron  
21 Hubbard are displayed and in the manner it is done. NI and ABLE exercise a great  
22 deal of control over the finances of Defendant NFC as well, requiring regular  
23 reports and accountings and requiring regular royalty payments.  
24  
25

26       73. Plaintiff was allowed to graduate the NI program without the successful  
27 completion of the program on May 17, 2013. Over the course of her rehabilitation  
28

1 attempts at NFC, Mr. Debay and Plaintiff paid fees totaling \$33,500.00 of their  
2 own money to cover the costs. Additionally, during her time in and out of the  
3 facility her personal items were left while she returned home. Upon each of her  
4 returns to the facility her personal items were not secured and items were found to  
5 be missing. No action was taken by NFC with regards to securing these items  
6 when they were aware of an individual leaving the facility for medical treatment or  
7 due to suspension from the facility.  
8  
9

10 74. After leaving NFC, Plaintiff continues to have medical issues that  
11 developed since she began therapy at NFC. Since May 2013, Plaintiff still  
12 continues to vomit blood and has been receiving ongoing medical treatment in an  
13 effort to diagnosis the cause of this and the reason behind her upper left abdomen  
14 being swollen.  
15  
16

17 75. Plaintiff has returned to live with Mr. Debay at their home in Clinton  
18 Township and continues to seek medical treatment for the unknown causes of her  
19 continued illness.  
20  
21

22 **V. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

23 76. Plaintiff incorporates paragraphs (1) through (75) by reference, as if fully  
24 set forth herein, each and every allegation set forth in the preceding paragraphs and  
25 further allege as follows:  
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1 77. Plaintiffs and Defendants were bound by a Contract whereby Defendants  
2 agreed, in exchange for consideration, to provide secular, residential drug and  
3 alcohol treatment to Plaintiff.  
4

5 78. Defendants breached this contract by, *inter alia*: (i) failing to provide  
6 services constituting drug and alcohol treatment; (ii) providing Scientology in lieu  
7 of drug and alcohol treatment; and (iii) not adequately addressing known issues of  
8 pre-existing conditions with the oversight of medical personnel.  
9

10 79. Defendant NFC, through the direction imposed by Defendants NI and  
11 ABLE, operate a facility which instead of providing trained and medically certified  
12 clinicians and counselors cycles through former patients and other untrained  
13 individuals to address the significant needs of their patients. Through assertions  
14 made on Defendants NI website, prospective patients are made to believe that  
15 facilities associated with Narconon are run by board certified counselors and  
16 medical staff. (See Exhibit 3, Screen Captures at pg. 15). These assertions are  
17 blatantly untrue.  
18  
19  
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21

22 80. Secondly, Defendant NFC institutes policies and procedures delivered  
23 and enforced by Defendant NI. Defendant NI receives their instruction regarding  
24 the application and instruction of those policies and procedures from Defendant  
25 ABLE. Those policies and procedures instruct patients to carry out activities  
26 included in the TRs, the New Life Detoxification, and the application of L. Ron  
27  
28

1 Hubbard's vocabulary of "misunderstood words." The Narconon Program is a  
2 mirrored reflection of the teachings put forth by the Church of Scientology. This  
3 understanding is further asserted in Defendants Motion to Dismiss, which states  
4 "[f]urthermore, as previously stated, faith-based healing is exempt from the  
5 licensing requirements of N.R.S. Chapter 630." (See Exhibit 1, 12(b) Motion at pg.  
6 23, ln. 10-11). By Defendant's own pleadings they are not secular and their  
7  
8 rehabilitation program is the disguised teachings of the Church of Scientology.  
9

10 81. Finally, Defendant NFC made no known or reasonable effort to ensure  
11 that Plaintiff's condition would be monitored by a professionally competent  
12 physician or registered nurse. The basic reason for the lack action on the part of  
13 Defendant NFC can be directly traced to the oversight of Defendants NI and  
14 ABLE. A Narconon location cannot engage in activities outside the scope of their  
15 licensing agreement as it is set down by Defendants NFC and ABLE because their  
16 form of rehabilitation is faith based healing not medically recognized treatment.  
17  
18  
19

20 82. While Plaintiff may have contracted and sought treatment with  
21 Defendant NFC, Defendant NFC was operating under the direct control and  
22 supervision of Defendants NI and ABLE.  
23

24 83. Defendants' breaches have caused Plaintiff to suffer damages in excess  
25 of \$75,000.00, with the exact amount to be determined at trial.  
26  
27  
28



1           **VI.    SECOND CAUSE OF ACTION: NEGLIGENCE**

2           84.    Plaintiff incorporates paragraphs (1) through (83) by reference, as if fully  
3 set forth herein, each and every allegation set forth in the preceding paragraphs and  
4 further allege as follows:

5  
6           85.    Defendants owed Plaintiff a duty to render substance abuse treatment to  
7 Plaintiff in a manner that did not subject her to an unreasonable risk of harm.  
8 Defendants further had a duty of care to render reasonably safe and effective  
9 treatment to Plaintiff. This standard is one of an ordinary person in the same or  
10 similar situation.  
11

12  
13           86.    Defendants breached these duties by: (i) instructing Plaintiff to sit in the  
14 sauna for 5-6 hours a day on multiple occasions, while ingesting dangerous  
15 amounts of Niacin and other vitamins; (ii) failing to staff the NFC treatment  
16 facility, and particularly the sauna, with any qualified medical personnel; (iii)  
17 failing to provide duly qualified counselors to administer treatment; (iv) forcing  
18 Plaintiff to return to sauna treatments with the knowledge that she already had to  
19 be hospitalized because of the side effects; (v) knowingly aiding Plaintiff in  
20 obtaining illegal drugs and further allowing her to consume those drugs as she was  
21 taken to NFC; and (vi) providing Scientology in lieu of substance abuse treatment.  
22

23  
24  
25           87.    As stated previously, Plaintiff went through the Narconon Program on  
26 two separate occasions, exacerbating her physical injuries each time. That  
27  
28

1 program was instituted and controlled by Defendant NFC. Defendant NFC,  
2 through its licensing agreement with Defendant NI, is obligated to adhere to the  
3 program as set out by Defendant NI. This obligation carries the additional caveat  
4 of control exerted by Defendant NI over the facility and practices of Defendant  
5 NFC. And while Defendant NFC receives its orders and direction from Defendant  
6 NI, Defendant NI receives the same from Defendant ABLE. It is because of this  
7 chain of authority, that Defendant NFC was negligent in properly retaining  
8 licensed medical staff to assure the health of Plaintiff and other patients did not  
9 physically deteriorate while in their care or in the care of facilities under their  
10 control.  
11  
12  
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14

15 88. As a proximate result of Defendants' breaches of the above duties,  
16 Plaintiff has suffered physical and mental injuries in excess of \$75,000.00, with the  
17 exact amount to be determined at trial.  
18

19 **VII. THIRD CAUSE OF ACTION: FRAUD**

20 89. Plaintiff incorporates paragraphs (1) through (88) by reference, as if fully  
21 set forth herein, each and every allegation set forth in the preceding paragraphs and  
22 further allege as follows:  
23

24 90. The elements of fraud, which provide a basis for the tort of deceit, are:  
25 (a) misrepresentation (false representation, concealment, or nondisclosure); (b)  
26 knowledge of the falsity (or 'scienter'); (c) intent to defraud, i.e., to induce  
27  
28

1 reliance; (d) justifiable reliance; and (e) a resulting damage. From the point  
2 Plaintiff and Mr. Debay made their initial contact with Defendants until his final  
3 departure, they relied on statements made by or on behalf of Defendants to the  
4 detriment of her own health and wellbeing.  
5

6 91. Defendants ABLE and NI cannot assert that they are innocent bystanders  
7 in the claims brought forth in the case. The fraudulent conduct of the Defendants  
8 is pervasive and continuous, stemming from Defendant ABLE conveyed through  
9 Defendant NI and implemented in Defendant NFC. Defendant NI publishes  
10 directives through their Opening and Running Manuals. (See Exhibit 5, Manuals).  
11 These Manuals require individual Narconon centers, like Defendant NFC, to  
12 expressly follow their direction otherwise they risk losing the rights to use the  
13 Narconon name and associated benefits paid for by Defendants NI and ABLE.  
14 These benefits include advertising, referrals through a call center hosted by  
15 Defendant NI, name recognition as it is controlled through both NI and ABLE, and  
16 business and operational planning with constant oversight.  
17  
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21

22 92. The following is a non-exhaustive list of false representations Defendants  
23 knowingly made to the Plaintiff: (i) that NFC has a 70-80% success rate; (ii) that  
24 the NI program is secular and does not involve the study or practice of any  
25 religion; (iii) that NI and NFC is not any way connected to the Church of  
26 Scientology; (iv) that Plaintiff would receive counseling related to substance  
27  
28

1 abuse; (v) that NI's and NFC's sauna program, *i.e.*, the Purification Rundown, is  
2 safe and has been scientifically proven as effective; (vi) and that Plaintiff would be  
3 safely medically detoxed at a facility under medical supervision.  
4

5 93. Each of the statements listed above, and countless others, have been  
6 made to the Plaintiffs. These fraudulent statements were first made to Mr. Debay  
7 during his initial internet search for drug treatment centers. (See Exhibit 3, Screen  
8 Captures). And the fraudulent statements continued from that point through  
9 Plaintiff's time at NFC. Plaintiffs relied on the fraudulent representations and  
10 enrolled Ms. Tyler at the NFC facility. Defendants NI and ABLE make continuous  
11 and affirmative steps to control the message and use the Narconon name with the  
12 intent to induce new patients to their facilities.  
13  
14  
15

16 94. Defendant NFC is not allowed to independently alter any message or  
17 statement they assert through their own website or printed material without the  
18 express permission of Defendant NI and by proxy Defendant ABLE. "All internet  
19 websites need to be approved by Narconon International by the trademark holders,  
20 Association for Better Living and Education International." (See Exhibit 5,  
21 *Manuals, Running an Effective Narconon Center*, at pg. 239). The fraudulent  
22 statements made above are the same contained on the materials posted through  
23 Defendant NI and NFC respective websites. This controlled and calculated  
24 assertion of the benefits of choosing Narconon over other drug treatment centers  
25  
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1 illustrates that all parties are aware of the deception and each benefits through the  
2 revenue brought in by new patients.

3  
4 95. Ryan Daniel, the intake counselor at NFC, made statements to the  
5 Plaintiff and Mr. Debay that induced her to enter NI. These statements further  
6 induced Plaintiff to return to NFC for a second time, paying a substantial sum of  
7 money on each stint in the program.  
8

9 96. If representations of the NI website and the intake counselor, which were  
10 known to be false by the Defendants, were not made to the Plaintiff and Mr.  
11 Debay, they would never have considered NI or NFC.  
12

13 97. As a proximate result of Defendants' fraudulent conduct, Plaintiff has  
14 suffered damages in excess of \$75,000.00, with the exact total to be determined at  
15 trial.  
16

17  
18 **VIII. FOURTH CAUSE OF ACTION: PREMISES LIABILITY**

19 98. Plaintiff incorporates paragraphs (1) through (97) by reference, as if fully  
20 set forth herein, each and every allegation set forth in the preceding paragraphs and  
21 further allege as follows:  
22

23 99. Defendants owed Plaintiff a duty to render a safe environment as the  
24 Plaintiff was an invitee. Plaintiff was at NFC for a commercial benefit to the  
25 possessor of the place of business. The possessor has a duty to use ordinary care to  
26 protect an invitee from risks of harm from a condition on the possessor's place of  
27  
28

1 business if: (i) the risk of harm is unreasonable, and (ii) the possessor knows or in  
2 the exercise of ordinary care should know of the condition, and should realize that  
3 it involves an unreasonable risk of harm to an invitee.  
4

5 100. Defendants are aware that (i) the sauna program can be dangerous to  
6 individuals who have preexisting conditions that may make them susceptible to  
7 injury from prolonged exposure to high temperatures; (ii) Defendants do not  
8 provide medical oversight at their facilities to ensure any complication from  
9 withdrawal or treatment can be addressed without having to remove the patient off  
10 sight for emergency care; (iii) Defendants do not properly control the facility at  
11 which Plaintiff resides and therefore cannot prevent illegal substances from  
12 entering the premises and being consumed by the staff or patients of that facility;  
13 and (iv) Defendants failed to create a system for cataloging and secure belongings  
14 to patients in their facility while they are away from the facility.  
15  
16  
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19 101. As a proximate result of Defendants' breach of duty with regards to  
20 proper control of their premises, Plaintiff has suffered damages in excess of  
21 \$75,000.00, with the exact total to be determined at trial.  
22

23 **IX. REQUEST FOR INJUNCTIVE RELIEF**  
24

25 102. Plaintiff incorporates paragraphs (1) through (101) by reference, as if  
26 fully set forth herein, each and every allegation set forth in the preceding  
27 paragraphs and further allege as follows:  
28

1 103. Defendants have been the subject of numerous law suits across North  
2 America and have been made abundantly aware of the dangerous conditions  
3 created by their sauna program.  
4

5 104. NI and NFC have no scientific justification for the use of its sauna  
6 program.  
7

8 105. Defendant's own retained experts have testified that there is no scientific  
9 justification for the sauna program.  
10

11 106. In a prior lawsuit, Dr. Louis A. Casal, an expert retained by NI and  
12 Narconon of Northern Georgia in a wrongful death suit filed against those entities,  
13 testified at a deposition. A true and complete copy of Dr. Casal's deposition  
14 testimony is attached hereto as Exhibit 6. When Asked under oath about NI's  
15 sauna program, he testified that there is no scientific basis for the notion that  
16 seating in a sauna detoxifies a person's body or treats addiction:  
17  
18

19 Question (Q.). "Have you looked at the Narconon literature on what  
20 Narconon contends the benefits from the sauna are?  
21

22 Answer (A.). [Dr. Casal] Yes, I have.  
23

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

26 A. True  
27  
28

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

3 A. You're correct.  
4

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

9 A. I agree.” (Exhibit 6, Deposition of Dr. Casal, 136:21 – 137:9.)

10 107. Because there is no-scientific justification for the dangerous sauna  
11 program Plaintiff is likely to prevail at trial.  
12

13 108. Allowing Defendants to continue to operate such a dangerous sauna  
14 program is needlessly endangering the lives of patients in the Narconon Program.  
15

16 109. Common sense, science, and the safety of all present and future NI and  
17 NFC patients necessitate the immediate suspension of the sauna and niacin  
18 program at NFC via a temporary restraining order from this court.  
19

20 **X. DEMAND FOR A JURY TRIAL**  
21

22 110. Plaintiff demands a jury trial on all counts.  
23

24 **XI. PRAY FOR RELIEF**

25 WHEREFORE, Plaintiff prays for the following relief:

26 A. Judgment in favor of Plaintiff against Defendants for damages in such  
27 amounts as may be proven at trial;  
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- B. Compensation for special and general damages;
- C. Reasonable attorney’s fees and costs of suit;
- D. Interest at a statutory rate;
- E. Punitive or exemplary damages against Defendant; and
- F. All other relief the Court deems to be just and proper.

Respectfully,

/s/David E. Miller  
David E. Miller  
Saeed & Little LLP  
1433 N. Meridian Street  
Indianapolis, IN 46202  
(317) 371-5535  
[david@slawfirm.com](mailto:david@slawfirm.com)  
CA Bar No.: 294-095

**CERTIFICATE OF SERVICE**

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I, hereby certify that on August 15, 2014 that the foregoing document was submitted electronically via the court’s Electronic Filing System (CM/ECF). A Court certified copy will be served on the parties listed below via U.S. Certified Mail.

**Narconon Freedom Center d/b/a  
Narconon Treatment Center**  
via its registered agent:  
Alan Kellman  
645 Griswold Street, Suite 1370  
Detroit, MI 48226

**Narconon International**  
via its registered agent:  
Sherman D. Lenske  
6400 Canoga Avenue, Suite 315  
Woodland Hills, CA 91367

**Association for Better Living and  
Education**  
via its registered agent:  
Sherman D. Lenske  
6400 Canoga Avenue, Suite 315  
Woodland Hills, CA 91367

/s:/ David Miller  
David Miller