IN THE DISTRICT COURT IN AND FOR **PITTSBURG** COUNTY
STATE OF OKLAHOMA

VICKI WHITE, Plaintiff, vs. NARCONON OF OKLAHOMA, INC., an Oklahoma Corporation d/b/a NARCONON ARROWHEAD; NARCONON INTERNATIONAL, a Foreign Corporation; ASSOCIATION OF BETTER LIVING AND EDUCATION INTERNATIONAL, a Foreign Corporation; Defendants.	) Case Number _____) Judge: _____) ATTORNEY LIEN CLAIMED) JURY TRIAL DEMANDED

PETITION

COMES NOW the Plaintiff, and for her causes of action against the Defendants, alleges and states:

I. PARTIES, JURISDICTION AND VENUE

1. Defendant, Narconon of Oklahoma, Inc. ("NO"), is an Oklahoma Corporation, doing business in the State of Oklahoma as Narconon Arrowhead ("ARROWHEAD"), and is located in Pittsburg County.

2. Defendant, Narconon International ("NI"), is a Foreign Corporation, based in the State of California, doing business in Oklahoma.

3. Defendant, Association of Better Living and Education International ("ABLE"), is a Foreign Corporation, based in the State of California, doing business in Oklahoma.

4. Jurisdiction is proper in the District Court of Pittsburg County, State of

Oklahoma, as the parties are residents of or do business in the State of Oklahoma and the amount in controversy exceeds $75,000.

5. Venue is proper in the Pittsburg County District Court pursuant to OKLA. STAT. TIT. 12 §142, as this is a jurisdiction in which one or more of the Defendants reside and/or may be served. In addition, one or more of the acts giving rise to this litigation occurred in Pittsburg County, Oklahoma.

Therefore, this Court has jurisdiction over the parties and subject matter. Venue is also appropriate.

II. FACTUAL ALLEGATIONS

In January of 2011, Plaintiff was contacted by the Defendants via telephone, after leaving her telephone number on a website that was listed on the Internet as a help line for parents of children with drug issues. The Defendants' sales representative then began to advise Plaintiff of the Defendants' programs, in an effort to convince the Plaintiff to enroll her son.

On January 20th, 2011, the same representative contacted the Plaintiff by telephone, at which time they spoke in depth about her son's drug problem, for which the representative advised on numerous occasions that she "had to do something NOW" or else he could die. Thereafter, a different representative of the Defendants contacted Plaintiff, questioned her about her son, and advised her that the Defendants could help him. In fact, he advised the Plaintiff that the Representative had many things in common with her son, and that all the Plaintiff needed to do was to transport her son for treatment and that the Defendants would "do the rest". After advising the representative about her son's medical condition,

Plaintiff was assured that because of their "medical expertise", the program provided by the Defendants was the only way to save the life of Plaintiff's son. Plaintiff advised the Representative, at that time, that she had no health insurance. However, the Defendants' Representative assured Plaintiff that they had scholarships and work programs, which would address the financial aspects of the treatment. He also confirmed that the Plaintiff need not have any money to begin the treatment, and confirmed that the Defendants would work the financial arrangements out in order to save her son's life. On that same day, this same Representative contacted Plaintiff's son by telephone, and held a conference during which the Plaintiff was present during most of the conversation. The Representative attempted to establish a common ground with Plaintiff's son and advised the Plaintiff and her son that the Defendants had greater than a 70% success rate. Thereafter, the Representative again called the Plaintiff and advised that he had made plans to bring her son to the Defendants' facility on the next day, that he would save her son's life, and that all she was required to do was to "seize the moment". He also again promised that there were *scholarships* and work programs available for people like Plaintiff.

On January 29th, 2011, Plaintiff's son contacted his parents and grandmother and advised that he would enter the Program. Plaintiff, therefore, transported her son to the Defendants' facility and checked him into the Program. No money was paid in advance to the Defendants and no financial arrangements were discussed at that time. Furthermore, the Defendants were aware that Plaintiff's son had no job, no money, no assets or any ability to pay. However, Plaintiff's son was accepted into

the Defendants' Program. She was then advised by the in-take counselor that her son would go into withdrawal treatment, and that they would contact Plaintiff concerning his progress in the future. At that time, the in-take counselor also assured Plaintiff that the Defendants had a full staff of medical personnel and a full time medical doctor, all of whom were available to treat Plaintiff's son, and that she should not worry.

On January 30th, 2011, Plaintiff attempted to call and speak with the Defendants' Representative concerning her son, but she was told that he was not available but would return her call. No one returned her call. Instead, on February 1st, 2011, the Defendants' Representative contacted the Plaintiff's husband and advised that he had been listed as the source of payment for the treatment that was needed for Plaintiff's son, that according to the representative, Plaintiff's son was in very serious medical condition, and payment needed to be made for him to stay at Arrowhead and in order to save the life of Plaintiff's son. He further advised Plaintiff's father that Defendants were providing a long-term care program and employment for Plaintiff's son upon completion of the Program, which would help the son re-pay his tuition. Therefore, unknown by Plaintiff, her son's father at that time, paid the Defendants $1,000 pursuant to the request of the Defendants' Representative, and after being told by one of Defendants' representatives, that his son had been checked into of Arrowhead while in very serious medical condition.

On February 2nd, 2011, Plaintiff received a call from her son, who advised that he was out of withdrawal and needed to be picked up. Her son also advised Plaintiff that he had been placed in an area where he was not being monitored by

any medical staff, that his vitals were not properly taken and of other problems. At that time, Plaintiff's son was having withdrawal symptoms and was moved into a sleeping area where smoking was allowed, without his inhaler, which had been left for him and requested by Plaintiff's son on several occasions, to no avail.

On February 3rd, 2011, Plaintiff again attempted to contact a Representative of the Defendants by telephone. She explained at that time her son's need for his inhaler and that Defendant's were ignoring his request by simply telling him that they would check on it.

On February 3rd, 2011, Plaintiff's son again contacted the Plaintiff, asking her to come and get him. Her son also contacted his father and grandmother, making the same plea. Furthermore, Plaintiff's son continued to complain that he was unable to breathe, and advised that he was still without his inhaler. Plaintiff's son confirmed that a doctor had never seen him and Plaintiff also learned, for the first time, that there was no doctor on site.

On February 4th, 2011, Plaintiff again attempted to contact the Defendants, after which the receptionist began hanging up the telephone in response to her calls. No one with authority would agree to speak with Plaintiff until the evening of February 4th, 2011, when she received a call from a woman who advised that she was Plaintiff's "Home Family Counselor". She also gave the Plaintiff a speech to the effect that her son's calls and conduct were normal behavior, assured her that he was being treated appropriately, and encouraged her not to worry. In fact, Plaintiff learned thereafter that her son's asthma was worsening, at the very same time that

she was advised by Defendants' representative to stop taking her son's calls and his pleas for help.

On February 8th, 2011, Plaintiff left a voicemail about the fact that her son was still without his inhaler. However, this voicemail was never answered. Furthermore, during mid February of 2011, without Plaintiff's knowledge, the Defendants continually contacted her son's father, attempting to secure more money. In fact, unbeknownst to Plaintiff, her son's father paid another $9,000 to the Defendants, for which Plaintiff is responsible.

On February 13, 2011, Plaintiff drove to the facility to visit her son. After spending a good part of the day at the Facility, she talked her son into staying at the facility in view of the information provided by the Defendants, and told him that she would return the following weekend.

On February 19th, 2011, Plaintiff and her son's father, Plaintiff's husband at that time, came to the facility to visit Plaintiff's son. After spending approximately four hours there, they again attempted to assure Plaintiff's son that he was progressing, based upon what they had been told by the Defendants. Plaintiff and her husband continued to visit their son during February of 2011.

On February 28, 2011, the father of Plaintiff's son was again contacted for money, at which time Defendants' Representative assured him that his son was showing signs of improvement, but said that he had a long way to go, both emotionally and psychologically. Again, Plaintiff was not told of, and had no idea that the Defendants were making these calls or attempting to secure more money,

again based upon their continued representation that they had a success rate in excess of 70%, which Plaintiff later learned to be false.

On March 5th, 12th and 19th, 2011, Plaintiff continued to visit her son as did her son's grandmother and grandfather, continually assuring him that the Program was legitimate, based upon the false information provided by the Defendants, which Plaintiff desperately wanted to believe.

Plaintiff again visited her son on March 26th, 2011 for an off-campus visit, but returned him to the facility late that evening.

On April 1st, 2011, Plaintiff received a voicemail from Defendants' Representative, to the effect that the call involving her son was urgent and should be returned as soon as possible. However, upon Plaintiff's return telephone call, she was advised by the receptionist that the Representative was in a meeting. She was then transferred to someone in student services, but advised that person was also unavailable. Numerous additional calls were made by Plaintiff but never returned and, therefore, Plaintiff contacted the Highway Patrol in an attempt to make contact with her son. She also learned that her son had been attempting to contact his grandmother, but that the Defendants would not allow anyone to communicate with Plaintiff's son.

On April 4th, 2011, Plaintiff and her husband borrowed money from their son's grandmother under the threat that failure to pay more money would result in her son's expulsion from the Program. Furthermore, the Defendants no longer allowed her son to attend classes, and placed him "on hold". Therefore, her son's

grandmother, by that time, in her 70's, borrowed $7,000, allegedly to save her grandson's life, and loaned it to the Plaintiff, in order to pay the Defendants.

On April 9th, 2011, Plaintiff again visited her son off campus but returned him to the facility late that evening.

On April 11th, 2011, Plaintiff's son called her to advise that he would finish the Program on April 16th, and attend graduation on April 23rd, 2011.

On April 15th, 2011, Plaintiff was advised by the "Graduation Specialist" about the Graduation and contact for after-care. The "Specialist" confirmed that the Defendants would contact her son every week for two months, then every other week for two months, then once a month for six months, pursuant to the Defendants' "After Care Program". However, neither her son, nor anyone from Plaintiff's family ever received a telephone call.

On April 23rd, 2011, Plaintiff appeared at the drug program graduation and took her son home.

Since her son's involvement with the Defendants, Plaintiff has learned that they have all the appearances of being nothing more than a pyramid scheme and a sham, based upon the unscientific teachings of Scientology, without medical support to back their representations as to the success of the sauna, which is made out by the Defendants to be of great benefit in their success. The Defendants' acts and omissions were all generated for the financial benefit of the Defendants and the Church of Scientology. Furthermore, Plaintiff has learned that the inducements, statements and representations by Defendants were made to the Plaintiff

throughout the time that her son spent in their control were simply part of a civil conspiracy to further their scheme.

Defendants, it has been learned, used deception through their website and telephone operators, who posed as impartial sources of information. Plaintiff was led to believe that the website was generic in nature, when in fact, the employees followed scripts that helped push Scientology facilities.

III. CAUSES OF ACTION

FALSE REPRESENTATION

The Defendants made representations that were false and the Defendants knew to be false and were made as positive assertions, both recklessly and without knowledge of the truth. Furthermore, the Defendants made these material misrepresentations with the intention that they should be acted upon by the Plaintiff, who relied upon these false representations and suffered damages.

NON-DISCLOSURE OR CONCEALMENT

The Defendants concealed or failed to disclose past and present material facts, which they had a duty to disclose, concealed or failed to disclose the intent of creating a false impression of the actual facts in the minds of the Plaintiff. The Defendants concealed and failed to disclose their sham with the intention that it should be acted upon the Plaintiff, who relied upon the Defendants, thereby suffering damages.

FRAUD AND DECEIT

The Defendants induced the Plaintiff, through false representations and misrepresentations, into paying the Defendants for alleged treatment to her son,

which was and is a sham. The Defendants intentionally deceived the Plaintiff in order to influence her into agreeing to pay for what she believed to be legitimate treatment of her son with suggestions of facts, which were false without any reasonable basis for the statements, and fully knowing that the product offered was a sham the Defendants remained silent when the Defendants had a duty to fully disclose the true facts of their fraudulent scheme.

BREACH OF CONTRACT

The Plaintiff contracted with and paid the Defendants for services, which the Defendants could not and were not qualified for and did not perform. The Defendants therefore, breached the contractual agreements that they made with the Plaintiff.

CIVIL CONSPIRACY

The Defendants conspired to participate in the acts and omissions, as previously described herein, solely for their own financial gain.

IV. REQUEST FOR RELIEF

WHEREFORE, Plaintiff seeks actual damages against the Defendants for an amount in excess of $75,000, along with prejudgment interest, court costs, Attorney fees and any further relief that the Court deems just.

FURTHERMORE, the conduct of the Defendants was in reckless disregard for the rights of the Plaintiff and her son and yet the Defendants were aware, or did not care, that there was a substantial or unnecessary risk that their conduct would cause serious injuries to others. The conduct of the Defendants was unreasonable under the circumstances and there was a high probability that the conduct would

cause serious harm to another person. In fact, numerous other individuals across the country have been damaged and even lost their lives as a result of the conduct of the Defendants, which was also intentional with malice and caused by greed and coveting of financial gain.

THEREFORE, Plaintiff seeks punitive damages as a result of this conduct that was and is life-threatening to humans.

Respectfully submitted,

Richardson Richardson Boudreaux Keesling, PLLC

Gary L. Richardson, OBA #7547
Charles L. Richardson, OBA #13388
Paul T. Boudreaux, OBA #990
Jason Messenger, OBA #19887
Melissa A. East, OBA #21695
7447 South Lewis Avenue
Tulsa, Oklahoma 74136
(918) 492-7674 Tel
(918) 493-1925 Fax
Attorneys for Plaintiff

ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED