

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

Narconon of Northern California (a corporation); Mike Dipalma; Harris Evans; Steven Stein, M.D.; and DOES 1 through 100, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Anise Evans,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Eric I. Ryanen (Bar # 146559)

Fax No.: (714) 547-1245

Rizio & Nelson, 1801 H Parkcourt Place, Santa Ana, CA 92701

Phone No.: (714) 505-2468

DATE:

Clerk, by

, Deputy

(Fecha)

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

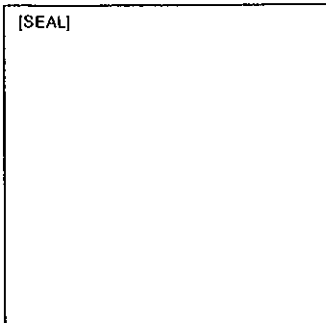
**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):

- 3.  on behalf of (specify):

- under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
- CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
- other (specify):

- 4.  by personal delivery on (date):



1 Rizio & Nelson  
Eric Ryanen, State Bar No.: 146559  
2 1801 H Parkcourt Place  
Santa Ana, CA 92701  
3 (714) 505-2468

4 Attorneys for Plaintiff, Anise Evans

5  
6  
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF LOS ANGELES/CENTRAL  
9

10 ANISE EVANS,

11 Plaintiff,

12 -vs-

13 NARCONON OF NORTHERN CALIFORNIA  
14 (a corporation); MIKE DIPALMA; HARRIS  
15 EVANS; STEVEN STEIN, M.D.; and DOES 1  
through 100, Inclusive,

16 Defendants.  
17

CASE NO.

COMPLAINT FOR DAMAGES  
(WRONGFUL  
DEATH/NEGLIGENCE; WRONGFUL  
DEATH/ PROFESSIONAL  
NEGLIGENCE; BREACH OF  
CONTRACT; FRAUD)

18 COMMON ALLEGATIONS

19 1. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES  
20 1 through 100, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will  
21 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is  
22 informed and believes, and thereon alleges, that the fictitiously named defendants are legally  
23 responsible in some manner for the occurrences, injuries and damages hereinafter alleged.

24 2. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned  
25 in this complaint, defendants were the agents and employees of their codefendants and in doing the  
26

1 things alleged in this complaint were acting within the course and scope of that agency and  
2 employment. In the alternative, each defendant authorized, consented to and/or ratified the conduct  
3 of the remaining defendants, and each of them.

4 3. At all relevant times herein mentioned, plaintiff was married to her decedent, Robert  
5 Gallion, and they were living together as husband and wife.

6 4. On information and belief, plaintiff's decedent, Robert Gallion, had two additional heirs  
7 Ivy Gallion and Nico Gallion, who are among the class of people who can bring a wrongful death  
8 action; and those heirs have retained counsel to represent them in connection with a claim for  
9 damages against defendants herein, and on account of the events described hereinbelow.

10 5. At all times herein mentioned, defendants NARCONON OF NORTHERN  
11 CALIFORNIA and DOES 1 through 10 (hereafter cumulatively referred to as OWNER) is and was  
12 a corporation, authorized to do business and doing business in the City of Watsonville, California,  
13 with its principal place of business at or near 262 Gaffey Road, in the City of Watsonville, County  
14 of Santa Cruz, State of California. Its zip code is 95076.

15 A/ At all relevant times herein mentioned, OWNER was the owner of the land and  
16 improvements thereon at 262 Gaffey Road, in the City of Watsonville, and it owned the business  
17 commonly known as Vista Bay at that same location.

18 B/ At all times herein mentioned, OWNER's Vista Bay facility was an Alcohol and  
19 Drug Program, authorized and licensed by the State of California to operate an alcoholism or drug  
20 abuse recovery or treatment facility, and was licensed to provide, and it provided, non-medical  
21 services.

22 1/ In the alternative, OWNER was a health care provider: among other things,  
23 OWNER claimed, told plaintiff herein and advertised that medical doctors and nurses were on its  
24 staff. In the event OWNER claims, or it is otherwise determined, that OWNER was a health care  
25  
26

1 provider, and if plaintiff was required to serve a Notice of Intent to bring an action against  
2 OWNER as a health care provider, then plaintiff did so: attached hereto as *Exhibit 1* is a correct  
3 copy of that notice, which was timely served on said defendant.

4 2/ Whether or not said defendant was a health care provider, said defendant  
5 was not equipped to treat, handle, counsel or provide services for those who had an extensive  
6 institutional or psychiatric history which includes psychotropic drugs, as such cases should be  
7 referred to a psychiatric care facility. "Extensive" means long-term use and administration of  
8 psychiatric care, including the long-term and consistent use of psychotropic medications and/or  
9 long-term care under the advisement or direct visitation of a psychiatrist who had made an accurate  
10 and true diagnosis of a mental disorder that occurred prior to any illicit drug history; further, said  
11 defendant was not equipped to treat, handle, counsel or provide services for those who had been  
12 diagnosed, or were apparently psychotic: i.e., a person who demonstrably insane, violent or raving  
13 psychotic. Such people require constant 24 hour care by a specialized team of professionals. Said  
14 defendant acknowledged these limitations on their services and capabilities, as they were the subject  
15 of the Executive Directive of October 11, 2001 and revised on October 10, 2002. A copy of that  
16 directive is attached hereto as *Exhibit 2*.

17 6. OWNER was licensed, authorized, franchised, owned, operated, controlled and  
18 supervised by defendants, ASSOCIATION FOR BETTER LIVING AND EDUCATION  
19 INTERNATIONAL, a corporation, and DOES 11 through 20 (hereafter cumulatively referred to  
20 as ABLE). ABLE owned the trademarks and service marks "Narconon" and/or "Vista Bay", and  
21 authorized OWNER to use them.

22 7. Defendant, HARRIS EVANS and DOES 21 through 30 (hereafter cumulatively referred  
23 to as HARRIS) was plaintiff's son. As more fully described hereinbelow, defendants and each of  
24 them knew that HARRIS was a man who was suffering from various forms of psychosis, including  
25 schizophrenia, psychosis and depression.

26 8. Defendants, MIKE DIPALMA and DOES 31 through 40 (hereafter cumulatively referred

1 to as MANAGING AGENT) is and was an agent, a managing agent, and an employee of OWNER.  
2 His acts and omissions, as hereinafter alleged, occurred during the course and scope of his  
3 employment with OWNER. In the alternative, each defendant authorized, consented to and/or  
4 ratified the conduct of the remaining defendants, and each of them.

5 9. Defendants STEVEN STEIN, M.D. and DOES 41 through 50 (hereafter cumulatively  
6 referred to as DOCTOR) was a medical doctor, licensed to practice medicine and practicing  
7 medicine in California. DOCTOR was an agent and employee of OWNER and was, at all times  
8 herein mentioned, acting within the course and scope of his agency and employment with and for  
9 OWNER, as OWNER's "medical director" for OWNER's Vista Bay facility. Plaintiff was required  
10 to provide Notice of Intent, and provided DOCTOR with Notice of Intent to bring an action against  
11 a health care provider, and plaintiff did so timely. A correct copy of said Notice is attached hereto  
12 as *Exhibit 3*.

13 10. In early January, 2011, plaintiff herein was quite concerned about her son, HARRIS:  
14 he had been diagnosed with paranoid schizophrenia, psychosis and depression; he was currently  
15 hospitalized at Kedren, a psychiatric hospital in Los Angeles and taking psychotropic medications  
16 to control the voices and urges of schizophrenia; this was his fifth such hospitalization during the  
17 preceding year; on several of these hospitalizations, he was then being held against his will under  
18 *Welfare & Institutions Code* section 5150 as he had evinced, demonstrated and/or threatened to do  
19 harm to himself or others; and, so long as he took the anti-psychotic and anti-depressive  
20 medications, HARRIS was fine, but he did not take such medications after his releases from other  
21 hospitals. HARRIS also had a history of consuming alcohol and marijuana.

22 11. So, plaintiff herein started investigating alternatives to this 'revolving door' of  
23 psychiatric treatment through emergency admissions to psychiatric hospitals – where HARRIS  
24 would take his anti-schizophrenia and anti-psychotic medications, thereby regaining his sanity and  
25 mental health – followed by periods of insanity, paranoid schizophrenic hallucinations, paranoia,  
26 delusions and other maladies, upon his discharge.

1 12. Her search quickly led her to a website; the website led her to a couple of other contacts  
2 and, ultimately, to a Greg Potts of Carpe Diem Intervention Services and Consultation. Plaintiff  
3 explained to Mr. Potts the matters set forth in paragraph 9. Mr. Potts told plaintiff that OWNER's  
4 Vista Bay, and only Vista Bay, was equipped to deal with her son. He did not tell her that Vista Bay  
5 was affiliated with Narconon; and he did not tell her that Narconon was affiliated with the Church  
6 of Scientology.

7 13. Plaintiff then contacted OWNER's Vista Bay and spoke with MANAGING AGENT.  
8 Again, she explained the background of HARRIS's clinical presentation as set forth in paragraph  
9 9, including the fact that HARRIS was, at that moment, held against his will under a 5150 hold at  
10 a psychiatric hospital. Then, there and over the course of several conversations, MANAGING  
11 AGENT told plaintiff herein:

12 A/ That despite the facts, as specifically acknowledged by MANAGING AGENT,  
13 that HARRIS was currently admitted at a reputable psychiatric hospital, taking the anti-  
14 psychotic and anti-schizophrenia medications that were prescribed to him by licensed  
15 psychiatrists there; the fact that he had been admitted to five psychiatric hospitals over the  
16 past years, usually because he had been deemed a danger to himself and/or others (to wit,  
17 '5150 holds'); and that similar anti-psychotic and anti-schizophrenia medications were  
18 prescribed and administered to HARRIS on each of those admissions, Vista Bay, and only  
19 Vista Bay, was equipped to deal with her son; and, that the anti-psychotic medications that  
20 were controlling HARRIS's delusions, hallucinations, the voices and urges were, in fact,  
21 poisoning him. He told her that it was imperative that HARRIS be admitted to Vista Bay,  
22 without delay, to begin an immediate detoxification from marijuana, alcohol, and his anti-  
23 psychosis drugs; and, that he must cease, immediately, taking the anti-psychotic and anti-  
24 depressive medications that were controlling his symptoms of paranoid schizophrenia and  
25 psychoses;

26 B/ That MANAGING AGENT, OWNER's Vista Bay and the staff, employees and

1 agents at OWNER's Vista Bay were not affiliated with the Church of Scientology; and,

2 C/ That licensed medical doctors and registered nurses were on the staff at Vista  
3 Bay;

4 D/ That it was a matter of critical importance to HARRIS's health that HARRIS be  
5 transferred from the psychiatric hospital to Vista Bay without delay to begin his treatment there.

6 14. When MANAGING AGENT told plaintiff the matters set forth in paragraph 13, he  
7 represented that these important facts were true. But, they were not true. When MANAGING  
8 AGENT made those representations, he knew that they were false. In the alternative, he made those  
9 representations recklessly and without regard for their truth. He intended that plaintiff rely on the  
10 truth of those representations, and plaintiff reasonably did so.

11 A/ As a result of those representations, and plaintiff's reasonable reliance thereon,  
12 she complied with MANAGING AGENT's direction to use Mr. Potts' services to escort  
13 plaintiff to Vista Bay, at an approximate cost of \$1,500.00, which she agreed to pay, and  
14 paid; and she agreed to pay, and she paid, approximately \$35,000.00 to Vista Bay for their  
15 services in treating HARRIS.

16  
17 15. Thereafter, Mr. Potts (personally) and MANAGING AGENT (telephonically,  
18 electronically and via mail) started speaking with HARRIS, showing him brochures; and  
19 MANAGING AGENT corresponded with the hospital, touting the benefits of defendants' Vista Bay  
20 and its suitability for treating HARRIS. In short order, HARRIS was transferred from Kender  
21 psychiatric hospital to defendants' Vista Bay.

22 16. Plaintiff helped HARRIS pack his belongings for the trip. Among other things, she  
23 packed containers including his anti-psychotic and anti-schizophrenia medications and gave them  
24 to Mr. Potts with instructions to deliver them to the staff, physicians and nurses at Vista Bay.

25 17. On or about January 6, 2011, HARRIS was delivered by Mr. Potts to defendants' Vista  
26 Bay.

1 18. On or about January 7, 2011, DOCTOR, as the agent and employee of OWNER,  
2 conducted a medical examination and evaluation of HARRIS. His findings included 'recent  
3 psychosis', that he was suicidal; that he was taking anti-psychotic and anti-schizophrenia  
4 medications CelereX and Zypressa (but he had stopped taking those medications two days before);  
5 and, despite these findings, he approved the plan for 'residential rehab' at Vista Bay, with the  
6 special recommendation 'observe for psychotic symptoms'.

7 19. HARRIS was then admitted to defendants' Vista Bay. There, he was not permitted to  
8 take the anti-psychotic and anti-schizophrenia medications, which were taken from Mr. Potts, not  
9 administered by defendants to HARRIS, and withheld by defendants and each of them from  
10 HARRIS.

11 20. HARRIS's condition quickly spiraled out of control. Without his anti-psychotic and  
12 anti-schizophrenia medications, he lost his sanity, the paranoid delusions and hallucinations and  
13 'voices' returned, and by January 11, 2011, he his delusions centered on people – including  
14 defendants' counselors at Vista Bay – were carrying guns, trying to hurt him. Defendants and each  
15 of them did not call an ambulance; did not call Emergency Medical Services; and, did not transfer  
16 HARRIS to a medical or psychiatric facility. Instead, they called his mother, plaintiff herein, and  
17 directed her to come to Vista Bay, immediately, and retrieve her son because they could not care  
18 for him there. She begged them to call an ambulance and take him to a medical or psychiatric  
19 hospital. Defendants, and each of them, refused. And, although defendants' own practices,  
20 procedures and internal regulations provided that, under such circumstances, they would – at a  
21 minimum – transport such a patient to a local homeless shelter or medical facility, they told plaintiff  
22 that they were taking HARRIS to a specific intersection in Bakersfield, where she could retrieve  
23 him on January 14, 2011. These arrangements were dictated to plaintiff by said defendants, and the  
24 terms of these arrangements were not negotiable, at all.

25 21. On January 14, 2011, plaintiff and her decedent then drove to the designated  
26 intersection in Bakersfield. They retrieved HARRIS and started to drive him back to Los Angeles



1 and another psychiatric hospital. By that time, HARRIS was insane, suffering from delusions,  
2 hallucinations and other manifestations of schizoprehnia and psychosis and he was physically,  
3 mentally, emotionally, medically, psychiatrically and psychologically incapable of controlling his  
4 body volitionally and voluntarily, independent of the psychosis, schizophrenia and other maladies  
5 from which he was then suffering.

6 22. While en route from Bakersfield to Los Angeles, and as a result of the misconduct of  
7 defendants and each of them, HARRIS's hands came into contact with plaintiff's decedent.  
8 Plaintiff's decedent died, as a result.

9 PLAINTIFF'S FIRST CAUSE OF ACTION  
10 AGAINST DEFENDANTS OWNER,  
11 MANAGING AGENT, ABLE AND HARRIS  
12 (Wrongful Death/Negligence)

13 23. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 22.

14 24. At the times, places and in the manner as aforesaid, OWNER, ABLE, MANAGING  
15 AGENT and HARRIS negligently and carelessly caused the death of plaintiff's decedent.

16 25. As a further legal result of said defendants' tortious misconduct, as aforesaid,  
17 plaintiff suffered pecuniary and non-pecuniary losses including loss of society, comfort,  
18 attention, services and support of their decedent.

19 26. As a further legal result of defendants' tortious misconduct, as aforesaid, plaintiff  
20 incurred funeral and burial expenses.

21 27. Upon compliance with *California Code of Civil Procedure* section 998, plaintiff will  
22 seek an award of prejudgment interest and costs, pursuant to *California Civil Code* section 3291,  
23 in a sum according to proof.

24 PLAINTIFF'S SECOND CAUSE OF ACTION  
25 AGAINST DEFENDANTS OWNER AND DOCTOR  
26 (Wrongful Death/Professional Negligence)

1 28. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 22.

2 29. Plaintiff does not dispute that DOCTOR is a defendant who is entitled to the benefits  
3 and protections of MICRA. However, plaintiff does not believe that OWNER was a health care  
4 provider; that she was legally obligated to serve on OWNER Notice of Intent to bring an action  
5 against a health care provider, or that OWNER can legally avail itself of the benefits, protections  
6 and limitations of MICRA. If, however, the court disagrees with plaintiff on these points, and in  
7 an abundance of caution, plaintiff served such notice of intent, as pleaded hereinabove, and herein  
8 sues OWNER as if it were a health care provider that is entitled to the benefits and protections of  
9 MICRA, in the alternative to her first cause of action against said defendant, as follows:

10 30. At the times, places and in the manner as aforesaid, OWNER and DOCTOR were health  
11 care providers who, in the exercise of reasonable care, were obligated to possess and use that level  
12 of skill, knowledge and care in the diagnosis and treatment of HARRIS that other reasonably careful  
13 doctors (in the case of DOCTOR) and health care providers (in the case of OWNER) would have  
14 used in the circumstances described hereinabove.

15 31. At the times, places and in the manner as aforesaid, DOCTOR and OWNER did  
16 not use or possess such skill, knowledge and care in the diagnosis and treatment of HARRIS.

17 32. As a legal result of said defendants' professional negligence, they caused the death of  
18 plaintiff's decedent.

19 33. As a further legal result of said defendants' tortious misconduct, as aforesaid,  
20 plaintiff suffered pecuniary and non-pecuniary losses including loss of society, comfort,  
21 attention, services and support of their decedent.

22 34. As a further legal result of defendants' tortious misconduct, as aforesaid, plaintiff  
23 incurred funeral and burial expenses.

24 35. Upon compliance with *California Code of Civil Procedure* section 998, plaintiff will  
25 seek an award of prejudgment interest and costs, pursuant to *California Civil Code* section 3291,  
26 in a sum according to proof.

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PLAINTIFF'S THIRD CAUSE OF  
ACTION AGAINST OWNER AND ABLE  
(BREACH OF CONTRACT)

36. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 22.

37. At the times, places and in the manner as aforesaid, plaintiff and said defendant entered into an oral contract. Under the terms and conditions of that contract, OWNER, individually and as the agent, employee, servant, franchisee and licensee of ABLE, agreed to provide drug rehabilitation services to HARRIS, and plaintiff herein agreed to pay OWNER therefor.

38. Plaintiff performed all acts, conditions and covenants as were required of her under the agreement, except for such acts, conditions and covenants as were waived, excused or otherwise satisfied.

39. Said defendant failed and refused to provide the promised services.

40. Plaintiff demanded from said defendant reimbursement of the consideration she paid to said defendant for the services due under the agreement.

41. Said defendant failed and refused to reimburse plaintiff therefor.

42. As a legal result of said defendant's misconduct and breach of the agreement, plaintiff has been damaged in the sum of \$35,000.00, and the \$1,500 she paid to Mr. Potts, which payment, and the amount of the payment was foreseeable and specifically contemplated by OWNER and plaintiff herein, when entering into this agreement.

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PLAINTIFF'S FOURTH CAUSE  
OF ACTION AGAINST OWNER  
AND MANAGING AGENT

(Fraud)

43. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 22.

44. At the times, places and in the manner as aforesaid, said defendants, by and through

1 MANAGING AGENT, made the intentional misrepresentations of material fact, as described  
2 above, with the intent to induce plaintiff's reasonable reliance thereon. Plaintiff reasonably relied  
3 on those statements to her damage, to wit: she paid \$35,000 to OWNER, she paid \$1,500 to Mr.  
4 Potts, she caused HARRIS to be treated at defendants' Vista Bay and, as a legal result, said  
5 defendants caused the death of her husband.

6 45. As a legal result of the foregoing, plaintiff suffered pecuniary and non-pecuniary losses  
7 including loss of society, comfort, attention, services and support of her decedent.

8 46. As a further legal result of defendants' tortious misconduct, as aforesaid, plaintiff  
9 incurred funeral and burial expenses.

10 47. Upon compliance with *California Code of Civil Procedure* section 998, plaintiff will  
11 seek an award of prejudgment interest and costs, pursuant to *California Civil Code* section 3291,  
12 in a sum according to proof.

13  
14 WHEREFORE, plaintiff prays for recovery of damages from defendants, and each of them, as  
15 follows:

16 ON ALL CAUSES OF ACTION:

- 17 1. Compensation for the losses of love, comfort, services and society of plaintiff's husband,  
18 all to her damage, in a sum according to proof at the time of trial;
- 19 2. For any prejudgment interest according to law;
- 20 3. Costs of suit;
- 21 4. Any other and further relief that the Court considers proper; and,
- 22 5. Plaintiff hereby demands a jury trial.

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24 ON THIRD AND FOURTH CAUSES OF ACTION ONLY:


- 25 6. For damages consisting of the consideration paid to OWNER and Mr. Potts.

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ON FOURTH CAUSE OF ACTION ONLY:

7. For punitive damages in a sum according to proof.

DATED: March 22, 2012

  
\_\_\_\_\_  
Rizio & Nelson, by Eric Ryanen,  
Attorneys for Plaintiff(s)

# Exhibit 1

# RIZIO & NELSON

ATTORNEYS AT LAW

1801 H PARKCOURT PLACE

SANTA ANA, CALIFORNIA 92701

TELEPHONE (714) 505-2468

FAX (714) 547-1245

LOS ANGELES MAIN OFFICE  
6528 GREENLEAF AVE.  
WHITTIER, CALIFORNIA 90601  
(562) 464-0048

INLAND EMPIRE MAIN OFFICE  
3890 TENTH STREET  
RIVERSIDE, CALIFORNIA 92501  
(951) 683-4613

GREGORY G. RIZIO  
R. SHAWN NELSON  
ROBERT L. MILLER  
JOHN W. BUSSMAN  
ERIC I. RYANEN

\* ELECTED ORANGE COUNTY SUPERVISOR  
SERVING DISTRICT 4

January 5, 2011

Narconon of Northern California  
262 Gaffey Road  
Watsonville, CA 95076

## Via Certified & Regular Mail

**Re: Death of Robert Gallion- 1/25/2011**

Dear Sir or Madam:

You are hereby notified pursuant to the provisions of the *California Code of Civil Procedure Section 364*, that Anise Evans, who is the surviving spouse of Robert Gallion, intends to, and will, commence a legal action against you. This legal action will commence against you ninety days or more after the date of service of this notice.

The legal basis for such action will be that you and the other defendants to be named in such action were negligent in the examination, diagnosis, care, treatment, supervision and discharge of Harris Evans on or about January 14, 2011, and that such negligent examination, diagnosis, care, treatment, supervision and discharge of Harris Evans was the direct and proximate cause of the violent death of Robert Gallion.

**Among other things, Mr. Evans required a level of care that you were not equipped to provide for him. You knew, or should have known this, upon your intake evaluation. In the alternative, in the discharge of your duty of reasonable care, you should have discovered this before you did so on or about January 14, 2011. Regardless as to when you discovered it, upon discovery, you should have delivered him up for evaluation and treatment at a hospital, an emergency room or some other provider. In fact, your own policies and procedures provide for this. Instead of doing so, when you discharged Mr. Evans, you simply drove him to a nearby city and ordered him out of your vehicle.**

**Without the necessary medications that Mr. Evans required, his physical, psychological, and psychiatric conditions deteriorated, and continued to deteriorate, from the moment he came into your care. Had you complied with your legal obligations, and/or your own policies and procedures, Mr. Evans would have received the necessary professional and medical attention he needed. Instead, and as a legal result of your negligence and other tortious misconduct, Robert Gallion and Anise Evans retrieved him from the area where you dumped him; and, shortly thereafter, Mr. Evans caused the death of Mr. Gallion as Mr. Gallion was driving Mr. Evans home as Ms. Evans watched, helplessly.**

As a result of your negligence, Mr. Gallion suffered fatal injuries and damages, and his surviving spouse, Anise Evans, has also sustained injuries, damages and losses of the following types presently known: pecuniary loss resulting from the loss of the society, comfort, companionship, attention, protection, services, loss of marital consortium, and loss of the support of Mr. Gallion. Ms. Evans has also incurred reasonable and necessary expenses for Mr. Gallion's funeral, burial, and memorial services, and expenses for the transportation of Mr. Gallion's body to his place of rest. **Also, she is entitled to a refund of the \$35,000.00 she paid to you, only days before these events occurred, for the care of her son at your facilities.**

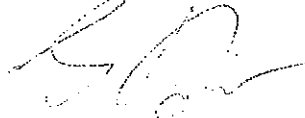
All of the foregoing is based on facts as presently known, and there may be other and additional injuries, damages, losses and expenses still to be ascertained. Such injuries, damages, losses and expenses will be included in the legal action against you.

Please consider this my formal demand that you provide our office with a complete copy of the records of Harris Evans with your office. Please also consider this letter a formal demand that you provide your records of any investigation into the circumstances of the violent death of Robert Gallion.

If you would like to discuss this matter with me directly, please feel free to contact my office. Otherwise, I encourage you to forward this correspondence to your insurer or attorney.

Sincerely,

RIZIO & NELSON



GREGORY G. RIZIO

GGR/bh



# Exhibit 2

## EXECUTIVE DIRECTIVE

NARCONON NORTHERN CALIFORNIA ED  
TO: All Admissions Staff

11 October 2001  
Revised 10 October 2002

### Enrollment Policy

The following list of items is to be used as a guide for Admissions Personnel when making an assessment of a potential client and keep in mind that there are cases that are better referred for psychiatric or medical reasons. These cases include, but are not limited to:

1. Those who are terminally (fatally) ill. Such diseases as advanced cancer are included. Narconon of Northern California is not staffed or equipped to provide the level of care that such cases deserve.
2. Potential clients who have had an *extensive* institutional or psychiatric history which includes heavy psychotropic drugs, shocks or various kinds and/or so-called psychiatric brain operations, such cases should be referred to a psychiatric care facility.

By extensive is meant long-term use and administration of psychiatric care and includes the long-term and consistent use of psychotropic medications and/or long-term care under the advisement or direct visitation of a psychiatrist, whom has made an accurate and true diagnosis of a mental disorder that occurred prior to any illicit drug history.

This does not include those who have been under brief observation while undergoing detoxification or psychological counseling for an identified AOD problem.

3. Any person who has been diagnosed or is apparently psychotic. By this is meant a person who is demonstrably insane, violent, or raving psychotic. Narconon of Northern California is not equipped to deal with such cases, as they require constant 24 hour care by a specialized team of professionals.
4. Anyone who is a security risk to Narconon of Northern California, its clients and/or its staff. This includes a person who has been expelled from the program and is at risk of disrupting the progress of others on the program or disrupting the population in general. This includes anyone who has sued or threatened to sue the Narconon Program

BOARD OF DIRECTORS  
NARCONON NORTHERN CALIFORNIA

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# Exhibit 3

# RIZIO & NELSON

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(562) 464-0048

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3890 TENTH STREET  
RIVERSIDE, CALIFORNIA 92501  
(951) 683-4613

GREGORY G. RIZIO  
R. SHAWN NELSON \*  
ROBERT L. MILLER  
JOHN W. BUSSMAN  
ERIC I. RYANEN

\* ELECTED ORANGE COUNTY SUPERVISOR  
SERVING DISTRICT 4

January 5, 2011

Steven M. Stein, M.D.  
303 Potrero St., Ste 05A  
Santa Cruz, CA 95060

## Via Certified & Regular Mail

**Re: Death of Robert Gallion- 1/25/2011**

Dear Dr. Stein:

You are hereby notified pursuant to the provisions of the *California Code of Civil Procedure Section 364*, that Anise Evans, who is the surviving spouse of Robert Gallion, intends to, and will, commence a legal action against you. This legal action will commence against you ninety days or more after the date of service of this notice.

The legal basis for such action will be that you as the Medical Director of Narconon Vista Bay, and the other defendants to be named in such action were negligent in the examination, diagnosis, care, treatment, supervision and discharge of Harris Evans on or about January 14, 2011, and that such negligent examination, diagnosis, care, treatment, supervision and discharge of Harris Evans was the direct and proximate cause of the violent death of Robert Gallion.

**Among other things, Mr. Evans required a level of care that you were not equipped to provide for him. You knew, or should have known this, upon your intake evaluation. In the alternative, in the discharge of your duty of reasonable care, you should have discovered this before you did so on or about January 14, 2011. Regardless as to when you discovered it, upon discovery, you should have delivered him up for evaluation and treatment at a hospital, an emergency room or some other provider. In fact, your own policies and procedures provide for this. Instead of doing so, when you discharged Mr. Evans, you simply drove him to a nearby city and ordered him out of your vehicle.**

**Without the necessary medications that Mr. Evans required, his physical, psychological, and psychiatric conditions deteriorated, and continued to deteriorate, from the moment he came into your care. Had you complied with your legal obligations, and/or your own policies and procedures, Mr. Evans would have received the necessary professional and medical attention he needed. Instead, and as a legal result of your negligence and other tortious misconduct, Robert Gallion and Anise Evans retrieved him from the area where you dumped him; and, shortly thereafter, Mr. Evans caused the death of Mr. Gallion as Mr. Gallion was driving Mr. Evans home as Ms. Evans watched, helplessly.**

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All of the foregoing is based on facts as presently known, and there may be other and additional injuries, damages, losses and expenses still to be ascertained. Such injuries, damages, losses and expenses will be included in the legal action against you.

Please consider this my formal demand that you provide our office with a complete copy of the records of Harris Evans with your office. Please also consider this letter a formal demand that you provide your records of any investigation into the circumstances of the violent death of Robert Gallion.

If you would like to discuss this matter with me directly, please feel free to contact my office. Otherwise, I encourage you to forward this correspondence to your insurer or attorney.

Sincerely,

RIZIO & NELSON



GREGORY G. RIZIO

GGR/bh