

*over  
A7210*

*53  
Harris  
Evans*

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**REPRESENTING PLAINTIFF**  
**HARRIS EVANS**

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

**MAR 22 2012**

John A. Clarke, Executive Officer/Clerk  
BY *Rubens Adriano* Deputy  
Rubens Adriano

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

**BC481302**

HARRIS EVANS,

Plaintiff,

-vs-

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

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES

NEGLIGENCE; PROFESSIONAL  
NEGLIGENCE; BREACH OF  
CONTRACT; FRAUD; BREACH  
OF FIDUCIARY DUTY

**" BY FAX "**

COMMON ALLEGATIONS

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

CIT/CASE: BC481302 LEA/DEFA:  
RECEIPT #: CCH477728025  
DATE PAID: 03/22/12 10:28:02 AM  
PAYMENT: \$395.00  
RECEIVED:  
CASH: 395.00  
CHECK:  
CHANGES:  
CARD:

03/22/12

1           2. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned  
 2 in this complaint, defendants were the agents and employces of their co-defendants and in doing  
 3 the things alleged in this complaint were acting within the course and scope of that agency and  
 4 employment. In the alternative, each defendant authorized, consented to and/or ratified the conduct  
 5 of the remaining defendants, and each of them.

6           3. At all relevant times herein mentioned, plaintiff was a man suffering from various forms  
 7 of psychosis, including schizophrenia, psychosis and dcprssion. The defendants were well aware  
 8 of his psychosis.

9           4. At all times herein mentioned, defendants NARCONON OF NORTHERN  
 10 CALIFORNIA and DOES 1 through 10 (hereafter cumulatively referred to as OWNER) is and was  
 11 a corporation, authorized to do business and doing business in the City of Watsonville, California,  
 12 with its principal place of business at or near 262 Gaffey Road, in the City of Watsonville, County  
 13 of Santa Cruz, California. Said defendants solicited and entered into the contract with plaintiff  
 14 and his mother in Los Angeles County.

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  
 23 things, OWNER claimed, told plaintiff herein and advertised that medical doctors and nurses were  
 24 on its staff. In the event OWNER claims, or it is otherwise determined, that OWNER was a health  
 25 care provider, and if plaintiff was required to serve a Notice of Intent to bring an action against  
 26 OWNER as a health care provider, then plaintiff did so: a correct copy of that notice, which was

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1 timely served on said defendant was attached to the Anise Evans lawsuit.

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

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

19 6. Defendants, MIKE DIPALMA and DOES 21 through 40 (hereafter cumulatively  
20 referred to as MANAGING AGENT) is and was an agent, a managing agent, and an employee of  
21 OWNER. His acts and omissions, as hereinafter alleged, occurred during the course and scope of  
22 his employment with OWNER. In the alternative, each defendant authorized, consented to and/or  
23 ratified the conduct of the remaining defendants, and each of them.

24 7. Defendants STEVEN STEIN, M.D. and DOES 41 through 50 (hereafter cumulatively  
25 referred to as DOCTOR) was a medical doctor, licensed to practice medicine and practicing  
26 medicine in California. DOCTOR was an agent and employee of OWNER and was, at all times

1 herein mentioned, acting within the course and scope of his agency and employment with and for  
2 as OWNER's "medical director" for OWNER's Vista Bay facility. Plaintiff was required to  
3 provide Notice of Intent, and provided DOCTOR with Notice of Intent to bring an action against  
4 a health care provider, and plaintiff did so timely.

5 8. In early January, 2011, plaintiff's mother, Anise Evans, was quite concerned about her  
6 son. He had been diagnosed with paranoid schizophrenia, psychosis and depression; he was  
7 hospitalized at Kedren, a psychiatric hospital in Los Angeles and was given psychotropic  
8 medications to control the voices and urges of schizophrenia; this was his fifth such hospitalization  
9 during the preceding year; on several of these hospitalizations, he was then being held against his  
10 will under *Welfare & Institutions Code* section 5150 as he had evinced, demonstrated and/or  
11 threatened to do harm to himself or others; and, so long as he took the anti-psychotic and anti-  
12 depressive medications, plaintiff was fine, but he did not take such medications after his releases  
13 from other hospitals.

14 9. So, plaintiff's mother started investigating alternatives to this 'revolving door' of  
15 psychiatric treatment through emergency admissions to psychiatric hospitals – where plaintiff  
16 would take his anti-schizophrenia and anti-psychotic medications, thereby regaining his sanity and  
17 mental health – followed by periods of insanity, paranoid schizophrenic hallucinations, paranoia,  
18 delusions and other maladies, upon his discharge.

19 10. Her search led her to a website; the website led her to a couple of other contacts and,  
20 ultimately, to a Greg Potts of Carpe Diem Intervention Services and Consultation. Plaintiff's  
21 mother explained to Mr. Potts the matters set forth in paragraph 9. Mr. Potts told plaintiff's mother  
22 that OWNER's Vista Bay, and only Vista Bay, was equipped to deal plaintiff. He did not tell her  
23 that Vista Bay was affiliated with Narconon; and he did not tell her that Narconon was affiliated  
24 with the Church of Scientology.

25 11. Plaintiff's mother then contacted OWNER's Vista Bay and spoke with MANAGING  
26 AGENT. Again, she explained the background of HARRIS's clinical presentation as set forth in

1 paragraph 9, including the fact that HARRIS was, at that moment, held against his will under a  
2 5150 hold at a psychiatric hospital. Then, there and over the course of several conversations,  
3 MANAGING AGENT told plaintiff's mother herein:

4 A. That despite the facts, as specifically acknowledged by MANAGING AGENT,  
5 that plaintiff was currently admitted at a reputable psychiatric hospital, taking the anti-  
6 psychotic and anti-schizophrenia medications that were prescribed to him by licensed  
7 psychiatrists there; the fact that he had been admitted to five psychiatric hospitals over the  
8 past years, usually because he had been deemed a danger to himself and/or others (to wit,  
9 '5150 holds'); and that similar anti-psychotic and anti-schizophrenia medications were  
10 prescribed and administered to plaintiff on each of those admissions, Vista Bay, and only  
11 Vista Bay, was equipped to deal with plaintiff; and, that the anti-psychotic medications that  
12 were controlling plaintiff's delusions, hallucinations, the voices and urges were, in fact,  
13 poisoning him. He told her and plaintiff that it was imperative that plaintiff be admitted to  
14 Vista Bay, without delay, to begin an immediate detoxification from marijuana, alcohol,  
15 and his anti-psychosis drugs; and, that he must cease, immediately, taking the anti-psychotic  
16 and anti-depressive medications that were controlling his symptoms of paranoid  
17 schizophrenia and psychoses;

18 B. That MANAGING AGENT, OWNER's Vista Bay and the staff, employees and  
19 agents at OWNER's Vista Bay were not affiliated with the Church of Scientology; and,

20 C. That licensed medical doctors and registered nurses were on the staff at Vista  
21 Bay;

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

24 12. When MANAGING AGENT told plaintiff and his mother the matters set forth in  
25 paragraph 11, he represented that those important facts were true. But, they were not true. When  
26 MANAGING AGENT made those representations, he knew that they were false. In the alternative,

1 he made those representations recklessly and without regard for their truth. He intended that  
2 plaintiff and his mother rely on the truth of those representations, and they both reasonably did so.

3  
4 A. As a result of those representations, and plaintiff's reasonable reliance thereon,  
5 he complied with MANAGING AGENT's direction to use Mr. Potts' services to escort  
6 plaintiff and his mom to Vista Bay, at an approximate cost of \$1,500.00, which she agreed  
7 to pay, and paid; and she agreed to pay, and she paid, approximately \$35,000.00 to Vista  
8 Bay for their services in treating plaintiff.

9  
10 13. Thereafter, Mr. Potts (personally) and MANAGING AGENT (telephonically,  
11 electronically and via mail) started speaking with plaintiff, showing him brochures; and  
12 MANAGING AGENT corresponded with the hospital, touting the benefits of defendants' Vista Bay  
13 and its suitability for treating HARRIS. In short order, HARRIS was transferred from Kender  
14 psychiatric hospital to defendants' Vista Bay.

15 14. Plaintiff's mom helped him pack his belongings for the trip. Among other things, she  
16 packed containers including his anti-psychotic and anti-schizophrenia medications and gave them  
17 to Mr. Potts with instructions to deliver them to the staff, physicians and nurses at Vista Bay.

18 15. On or about January 6, 2011, plaintiff was transported by Mr. Potts to defendants' Vista  
19 Bay.

20 16. On or about January 7, 2011, DOCTOR, as the agent and employee of OWNER,  
21 conducted a medical examination and evaluation of plaintiff. His findings included 'recent  
22 psychosis', that he was suicidal; that he was taking anti-psychotic and anti-schizophrenia  
23 medications Celerec and Zypressa (but he had stopped taking those medications two days before);  
24 and, despite these findings, he approved the plan for 'residential rehab' at Vista Bay, with the  
25 special recommendation 'observe for psychotic symptoms'.

26 17. Plaintiff was then admitted to defendants' Vista Bay. There, he was not permitted to

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1 take the anti-psychotic and anti-schizophrenia medications, which were taken from Mr. Potts, not  
2 administered by defendants to plaintiff, and withheld by defendants and each of them from  
3 Plaintiff.

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

18 19. On January 14, 2011, plaintiff's mother and her husband then drove to the designated  
19 intersection in Bakersfield. They retrieved plaintiff and started to drive him back to Los Angeles  
20 and another psychiatric hospital. By that time, plaintiff was insane, suffering from delusions,  
21 hallucinations and other manifestations of schizophrenia and psychosis and he was physically,  
22 mentally, emotionally, medically, psychiatrically and psychologically incapable of controlling his  
23 body volitionally and voluntarily, independent of the psychosis, schizophrenia and other maladies  
24 from which he was then suffering.

25 20. While en route from Bakersfield to Los Angeles, and as a result of the misconduct of  
26 defendants and each of them, plaintiff attacked and choked his mother's husband to death.

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PLAINTIFF'S FIRST CAUSE OF ACTION  
AGAINST DEFENDANTS OWNER,  
MANAGING AGENT, ABLE AND HARRIS  
(Negligence)

21. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 20.

22. At the times, places and in the manner as aforesaid, OWNER, ABLE, MANAGING AGENT negligently and carelessly facilitated the attack by plaintiff of decedent.

23. As a further legal result of said defendants' tortious misconduct, as aforesaid, plaintiff has been incarcerated.

24. As a further legal result of defendants' tortious misconduct, as aforesaid, plaintiff has suffered general damages in an amount according to proof.

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

PLAINTIFF'S SECOND CAUSE OF ACTION  
AGAINST DEFENDANTS OWNER AND DOCTOR  
(Professional Negligence)

26. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 20.

27. Plaintiff does not dispute that DOCTOR is a defendant who is entitled to the benefits and protections of MICRA. However, plaintiff does not believe that OWNER was a health care provider; that he was legally obligated to serve on OWNER Notice of Intent to bring an action against a health care provider, or that OWNER can legally avail itself of the benefits, protections and limitations of MICRA. If, however, the court disagrees with plaintiff on these points, and in an abundance of caution, plaintiff served such notice of intent, as pleaded hereinabove, and herein

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1 sues OWNER as if it were a health care provider that is entitled to the benefits and protections of  
2 MICRA, in the alternative to her first cause of action against said defendant, as follows:

3 28. At the times, places and in the manner as aforesaid, OWNER and DOCTOR were health  
4 care providers who, in the exercise of reasonable care, were obligated to possess and use that level  
5 of skill, knowledge and care in the diagnosis and treatment of plaintiff that other reasonably careful  
6 doctors (in the case of DOCTOR) and health care providers (in the case of OWNER) would have  
7 used in the circumstances described hereinabove.

8 29. At the times, places and in the manner as aforesaid, DOCTOR and OWNER did  
9 not use or possess such skill, knowledge and care in the diagnosis and treatment of plaintiff.

10 30. As a legal result of said defendants' professional negligence, they facilitated the attack  
11 by plaintiff on decedent causing his death.

12 31. As a further legal result of said defendants' tortious misconduct, as aforesaid, plaintiff  
13 suffered general damages in an amount according to proof.

14 32. Upon compliance with *California Code of Civil Procedure* section 998, plaintiff will  
15 seek an award of prejudgment interest and costs, pursuant to *California Civil Code* section 3291,  
16 in a sum according to proof.

17  
18 PLAINIFF'S THIRD CAUSE OF  
19 ACTION AGAINST OWNER AND ABLE  
20 (BREACH OF CONTRACT)

21 33. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 20.

22 34. At the times, places and in the manner as aforesaid, plaintiff and said defendant entered  
23 into an oral contract. Under the terms and conditions of that contract, OWNER, individually and  
24 as the agent, employee, servant, franchisee and licensee of ABLE, agreed to provide drug  
25 rehabilitation services to plaintiff, and plaintiff's mother agreed to pay OWNER therefor.

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

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

37. Defendant was paid \$35,000 for 6 days. Defendant has not returned any of the monies to plaintiff or his mother.

38. As a legal result of said defendant's misconduct and breach of the agreement, plaintiff and his mother have been damaged in the sum of \$35,000.00, and the \$1,500 his mother 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.

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

39. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 20.

40. At the times, places and in the manner as aforesaid, said defendants, by and through MANAGING AGENT, made the intentional misrepresentations of material fact, as described above, with the intent to induce plaintiff's reasonable reliance thereon. Plaintiff reasonably relied on those statements to his damage, to wit: his mother paid \$35,000 to OWNER, she paid \$1,500 to Mr. Potts, and plaintiff was to be treated at defendants' Vista Bay and, as a legal result, said defendants facilitated the attack which led to the death of his mother's husband.

41. As a legal result of the foregoing, plaintiff suffered general damages in an amount according to proof.

EX-111-08

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

PLAINTIFF'S FIFTH CAUSE OF ACTION  
AGAINST ALL DEFENDANTS FOR  
FOR BREACH OF FIDUCIARY DUTY

43. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 20.

44. Defendants owed what is known as a fiduciary duty to plaintiff. Plaintiff as a patient and defendants as caregivers. A fiduciary duty imposes on the caregivers a duty to act with the utmost good faith in the best interests of plaintiff.

45. Defendants breached that duty by failing to act as a reasonably careful care giver would have acted under the same or similar circumstances.

46. Plaintiff was harmed by the breach by being taken off medication and allowed to become insane which led to the death of his mother's husband.

47. The conduct of failing to provide necessary medication and then delivering him to his mother, instead of a treatment facility with skilled professionals who could deal with plaintiff, was a substantial factor in causing the death of his mother's husband and now all the consequences that have severely affected the life of plaintiff.

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

ON ALL CAUSES OF ACTION:

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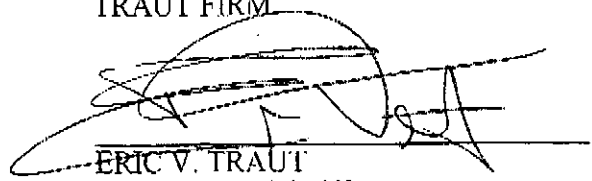
- 1. General Damages, in a sum according to proof at the time of trial;
- 2. Special Damages
- 3. For any prejudgment interest according to law;
- 4. Costs of suit;
- 5. Any other and further relief that the Court considers proper; and,
- 6. Plaintiff hereby demands a jury trial.

ON FOURTH AND FIFTH CAUSES OF ACTION:

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

DATED: March 22, 2012

TRAUT FIRM



ERIC V. TRAUT  
Attorney for Plaintiff

FILED

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>ERIC V. TRAUT, ESQ. SBN 146644</b> <b>TRAUT FIRM</b> <b>5 Hutton Centre Drive, Suite 700</b> <b>Santa Ana, California 92707</b>		FOR COURT USE ONLY  <b>FILED</b> <b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>  <b>MAR 22 2012</b>  John A. Clark, Executive Officer/Clerk BY <u>Rubens Juliano</u> , Deputy
TELEPHONE NO.: (714) 835-7000 ATTORNEY FOR (Name): Plaintiff	FAX NO.: (714) 835-5900	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: P.O. Box 958 CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT - STANLEY MOSK		CASE NUMBER:  JUDGE: DEPT: <b>BC481302</b>
CASE NAME: <b>EVANS v. NARCONON OF NORTHERN CALIFORNIA, et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
Items 1-6 below must be completed (see instructions on page 2).		

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input checked="" type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23) <b>Non-PI/PD/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a.  Large number of separately represented parties d.  Large number of witnesses

b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c.  Substantial amount of documentary evidence f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): Five

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 22, 2012  
 ERIC V. TRAUT, ESQ.  
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: <b>EVANS v. NARCONON OF NORTIERN CALIFORNIA,</b> ct al.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**" BY FAX "**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 4-5  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location where defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ol> |
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**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category/No	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input checked="" type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

SHORT TITLE: <b>EVANS v. NARCONON OF NORTIERN CALIFORNIA, et al.</b>	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.	
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
<input type="checkbox"/> A6012 Other Promissory Note/Collections Case		2., 5.	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.	
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.	
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation    Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
		<input type="checkbox"/> A6032 Quiet Title	2., 6.
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
<b>Unlawful Detainer</b>	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: **EVANS v. NARCONON OF NORTHERN CALIFORNIA, et al.** CASE NUMBER

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Judicial Review	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	<input type="checkbox"/> A6006 Claims Involving Mass Tort (40)	1., 2., 8.
	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.



SHORT TITLE: <b>EVANS v. NARCONON OF NORTHERN CALIFORNIA,</b> et al.	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business; performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 5160 W. Adams Boulevard	
	CITY: Los Angeles	STATE: CA

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: March 22, 2012

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 ERIC V. TRAUT, ESQ.

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.