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DEPUTY, SANTA CRUZ COUNTY

Attorneys for Plaintiff  
DIANE ERICKSON and PAUL ERICKSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE CITY AND COUNTY OF SANTA CRUZ

9 DIANE ERICKSON and PAUL  
10 ERICKSON

11 Plaintiffs,

12 v.

13 NARCONON INTERNATIONAL,  
14 NARCONON OF NORTHERN  
15 CALIFORNIA, DAN MANSON, STACEY  
16 PAYNE, and DOES 1 TO 100, inclusive,

17 Defendants.

) Case No. <sup>CV</sup> 149221

**BY FAX**

) AMENDED COMPLAINT FOR  
) DAMAGES FOR NEGLIGENT HIRING,  
) NEGLIGENT SUPERVISION, FAILURE  
) TO ADEQUATELY TRAIN STAFF,  
) NEGLIGENCE, SEXUAL ASSAULT and  
) BATTERY, FALSE IMPRISONMENT,  
) INTENTIONAL INFLICTION OF  
) EMOTIONAL DISTRESS, NEGLIGENT  
) INFLICTION OF EMOTIONAL  
) DISTRESS, CONSPIRACY, LOSS OF  
) CONSORTIUM, BREACH OF  
) CONTRACT, INTENTIONAL  
) MISREPRESENTATION,  
) CONSTRUCTIVE FRAUD and PUNITIVE  
) DAMAGES

(R)

25 COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION,  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
CONSORTIUM, BREACH OF CONTRACT, INTENTIONAL MISREPRESENTATION,  
CONSTRUCTIVE FRAUD and PUNITIVE DAMAGES

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**GENERAL ALLEGATIONS**

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1. Plaintiff DIANE ERICKSON is an individual, a natural person and competent adult.

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2. Plaintiff PAUL ERICKSON is an individual, a natural person and a competent adult.

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3. For simplicity, DIANE ERICKSON and PAUL ERICKSON will be collectively referred to in this complaint as "PLAINTIFFS" or by their individual names when necessary.

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4. PLAINTIFFS are informed and believe and on that basis allege that Defendant NARCONON INTERNATIONAL now is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, with its principal place of business located at 7060 Hollywood Boulevard, in the City of Los Angeles, County of Los Angeles, in the State of California.

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5. PLAINTIFFS are informed and believe and on that basis allege that Defendant NARCONON OF NORTHERN CALIFORNIA now is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, with its principal place of business located at 262 Gaffey Road, in the City of Watsonville, County of Santa Cruz, in the State of California.

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6. Defendant BRETT, hereinafter referred to as JOHN DOE 1, is an individual, a natural person and a competent adult.

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7. Defendant DAN MANSON is an individual, a natural person and a competent adult.

COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION,  
FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1           8. Defendant STACEY PAYNE, is an individual, a natural person and a  
2 competent adult.

3           9. Defendants Does 1 through Does 100, inclusive, are sued herein under  
4 fictitious names. Their true names and capacities are unknown to PLAINTIFFS. When  
5 their true names and capacities are ascertained, PLAINTIFFS will amend this complaint  
6 by inserting their true names and capacities herein. PLAINTIFFS are informed and  
7 believe and thereon allege that each of the fictitiously named defendants is responsible  
8 in some manner for the occurrences herein alleged, and that PLAINTIFFS' damages as  
9 herein alleged were proximately caused by those defendants. Each reference in this  
10 complaint to "defendant," "defendants," or a specifically named defendant refers to all  
11 defendants sued under fictitious names.

12           10. PLAINTIFFS are informed and believe and on this information and belief  
13 allege that at all times mentioned in this complaint each of the defendants, including all  
14 defendants sued under fictitious names, was the agent and employee of each of the  
15 remaining defendants, and in doing the things alleged in this complaint, was acting  
16 within the course and scope of this agency and employment and ratified the acts of the  
17 other defendants.

18           11. This action is filed in this county because the events that give rise to this  
19 action took place in this county.

20           12. The following paragraphs of this pleading are alleged on information and  
21 belief.

22           13. At all times mentioned, Defendant JOHN DOE 1, was the agent and  
23 employee of Defendant NARCONON OF NORTHERN CALIFORNIA and/or Defendant  
24 NARCONON INTERNATIONAL and, in doing the acts herein described and referred to,

25           COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 3  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1 was acting in the course and within the scope of his authority as agent and employee,  
2 and in the transaction of the business of Defendant NARCONON OF NORTHERN  
3 CALIFORNIA and/or NARCONON INTERNATIONAL committed the injury alleged in  
4 this complaint. Defendant NARCONON OF NORTHERN CALIFORNIA and/or  
5 Defendant NARCONON INTERNATIONAL are, therefore liable to PLAINTIFFS for the  
6 acts of Defendant JOHN DOE 1.

7 14. At all times mentioned, Defendant DAN MANSON was the agent and  
8 employee of Defendant NARCONON OF NORTHERN CALIFORNIA and/or Defendant  
9 NARCONON INTERNATIONAL and, in doing the acts herein described and referred to,  
10 was acting in the course and within the scope of his authority as agent and employee,  
11 and in the transaction of the business of Defendant NARCONON OF NORTHERN  
12 CALIFORNIA and/or NARCONON INTERNATIONAL committed the injury alleged in  
13 this complaint. Defendant NARCONON OF NORTHERN CALIFORNIA and/or  
14 Defendant NARCONON INTERNATIONAL are, therefore liable to PLAINTIFFS for the  
15 acts of Defendant DAN MANSON.

16 15. At all times mentioned, Defendant STACEY PAYNE, was the agent and  
17 employee of Defendant NARCONON OF NORTHERN CALIFORNIA and/or Defendant  
18 NARCONON INTERNATIONAL and, in doing the acts herein described and referred to,  
19 was acting in the course and within the scope of her authority as agent and employee,  
20 and in the transaction of the business of Defendant NARCONON OF NORTHERN  
21 CALIFORNIA and/or NARCONON INTERNATIONAL committed the injury alleged in  
22 this complaint. Defendant NARCONON OF NORTHERN CALIFORNIA and/or  
23 Defendant NARCONON INTERNATIONAL are, therefore liable to PLAINTIFFS for the  
24 acts of Defendant STACEY PAYNE.

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26 COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 4  
FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1           16. At all times mentioned, Defendants NARCONON OF NORTHERN  
 2 CALIFORNIA and/or NARCONON INTERNATIONAL owned and operated an  
 3 alcoholism and drug abuse recovery and treatment facility, hereinafter referred to as the  
 4 Treatment Facility, located at 262 Gaffey Road, in City of Watsonville, in the State of  
 5 California, in a secluded area of Santa Cruz County.

6           17. On November 12, 2003, PLAINTIFFS and Defendant NARCONON OF  
 7 NORTHERN CALIFORNIA entered into a written contract pursuant to which Defendant  
 8 NARCONON OF NORTHERN CALIFORNIA was to provide quality drug rehabilitation  
 9 in-patient treatment to Plaintiff DIANE ERICKSON at the Treatment Facility. "Narconon  
 10 Northern California Drug and Alcohol Treatment Program", hereinafter referred to as the  
 11 Treatment Program, was to consist of 3-6 month inpatient treatment at the Treatment  
 12 Facility. Pursuant to their agreement, the "drug-free withdrawal stage" of the Treatment  
 13 Program was to be provided by a "Withdrawal Specialist" who is "trained in different  
 14 techniques to help the person cope with the withdrawal period." NARCONON OF  
 15 NORTHERN CALIFORNIA was also to provide 24 hour staff supervision by qualified  
 16 and trained staff personnel, and a bonded security officer on the premises during off  
 17 hours.

18           18. Pursuant to the written agreement, on November 13, 2003, plaintiff DIANE  
 19 ERICKSON enrolled in the Treatment Program at the Treatment Facility. Upon arriving  
 20 at the Treatment Facility, Plaintiff DIANE ERICKSON was driven to and placed for  
 21 detoxification into a small cabin, hereinafter referred to as the Withdrawal Cabin,  
 22 consisting of two rooms with two twin beds each; a living room in-between them with a  
 23 couch, a futon, fireplace, and a table used for therapeutic massage i.e. "assists"; and a  
 24 small kitchen with a stove, microwave and mini-fridge. The Withdrawal Cabin had no

25           COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION,           5  
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 FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
 NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1 television, telephones, or cameras. The Withdrawal Cabin is located some distance  
2 from the Treatment Facility center such that Plaintiff DIANE ERICKSON was driven to  
3 the Withdrawal Cabin from the Treatment Facility center.

4 19. On November 16, 2003, at around 10:00 p.m., Defendants NARCONON OF  
5 NORTHERN CALIFORNIA, NARCONON INTERNATIONAL, DAN MANSON, and  
6 STACEY PAYNE dispatched defendant employee JOHN DOE 1 to care for Plaintiff  
7 DIANE ERICKSON in her sleeping quarters at the Withdraw Cabin.

8 20. On the evening of November 16, 2003, Defendant JOHN DOE 1 came into  
9 Plaintiff DIANE ERICKSON's room around 11:00 p.m., and woke her while she was  
10 having a bad dream. Plaintiff DIANE ERICKSON got up and tried to calm down in the  
11 living room by the fireplace. Defendant JOHN DOE 1 then told her that she had to get  
12 an "assist". Plaintiff DIANE ERICKSON told him that she did not want one. Defendant  
13 JOHN DOE 1 told Plaintiff DIANE ERICKSON that she had to and that it was ordered.  
14 Plaintiff DIANE ERICKSON lay on the massage table, ("assist" table) on her stomach.  
15 Plaintiff DIANE ERICKSON was wearing her pajama shirt and her shorts. While giving  
16 Plaintiff DIANE ERICKSON an "assist," or massage, Defendant JOHN DOE 1 began  
17 rubbing his penis on her arms and legs. Plaintiff DIANE ERICKSON froze. Defendant  
18 JOHN DOE 1 then ordered her to turn over, but Plaintiff DIANE ERICKSON told  
19 Defendant JOHN DOE 1 that her back hurt. Defendant JOHN DOE 1 then proceeded  
20 to climb on the table and straddle her. Defendant JOHN DOE 1 then told Plaintiff  
21 DIANE ERICKSON that he would work on her back. Defendant JOHN DOE 1 then lay  
22 down on top of her, and Plaintiff DIANE ERICKSON could feel that Defendant JOHN  
23 DOE 1 had an erection. Plaintiff DIANE ERICKSON started to cry and asked him to  
24 "please quit."

25 COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 6  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1           24. When they arrived back at the Withdrawal Cabin Defendant JOHN DOE 1  
2 ordered Plaintiff DIANE ERICKSON to get her pajamas back on and get into bed.  
3 Plaintiff DIANE ERICKSON changed into her pajamas, but sat in the living room with  
4 her comforter wrapped around her because she was too afraid for her safety to lie down  
5 in the bedroom, especially given that she was not allowed to lock the door. Defendant  
6 JOHN DOE 1 who was still visibly angry then came over to the couch. Defendant  
7 JOHN DOE 1 then sat down on the couch and did not say anything to Plaintiff DIANE  
8 ERICKSON for awhile. Shortly thereafter, Defendant JOHN DOE 1 told Plaintiff DIANE  
9 ERICKSON that she "had pretty hair" and that she "looked like an angel." Defendant  
10 JOHN DOE 1 then started playing with Plaintiff DIANE ERICKSON's hair. Plaintiff  
11 DIANE ERICKSON began to cry again, and asked him to stop. Plaintiff DIANE  
12 ERICKSON became sick to her stomach. Defendant JOHN DOE 1 started to kiss  
13 Plaintiff DIANE ERICKSON, who again asked him to "PLEASE STOP!" and told  
14 Defendant JOHN DOE 1 "LEAVE ME ALONE!" while crying.

15           25. Defendant JOHN DOE 1 kept kissing Plaintiff DIANE ERICKSON who kept  
16 pleading with him to stop. Plaintiff DIANE ERICKSON became very ill and began to  
17 vomit. Defendant JOHN DOE 1 became very angry again and told her to get to the  
18 bathroom. Defendant JOHN DOE 1 then grabbed Plaintiff DIANE ERICKSON'S arm  
19 and threw her towards the bathroom. Plaintiff DIANE ERICKSON vomited several  
20 times. While sitting on the bathroom floor recovering, Defendant JOHN DOE 1 came  
21 into the bathroom and yelled at Plaintiff DIANE ERICKSON to get off the dirty bathroom  
22 floor and ordered her into the living room.

23           26. Plaintiff DIANE ERICKSON did as she was told and went into the living  
24 room. Defendant JOHN DOE 1 came over to the couch and started saying over and

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26           COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 8  
FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1 over to Plaintiff DIANE ERICKSON "you know you want me," "you like this," and "you  
2 want it" over and over. Plaintiff DIANE ERICKSON responded by repeating over and  
3 over "NO!", and pleaded with him to "PLEASE STOP!".

4 27. Defendant JOHN DOE 1 then grabbed Plaintiff DIANE ERICKSON by the  
5 arm and forced her over to the "assist" table. Defendant while twisting her hand bent  
6 her over, and then pinned her to the "assist" table with his other arm shoved into her  
7 back. Defendant JOHN DOE 1 while pinning her on the table jerked her shorts and  
8 underwear down. He then let go of her hand when he forced his penis into her vagina  
9 and forcibly raped her. Plaintiff DIANE ERICKSON kept saying "NO!" and begged him  
10 to "PLEASE STOP!", but he kept saying "you know you want me." He ordered her to  
11 "say it now," "you know you want me," and "you know you do." Plaintiff DIANE  
12 ERICKSON kept pleading with him to "STOP!" Defendant JOHN DOE 1 then shoved  
13 her face into the plastic covered table, and held it there so that she could not breathe.

14 28. When Defendant JOHN DOE 1 finally let go of her head, Plaintiff DIANE  
15 ERICKSON out of fear for her life complied with his demand and told him what he  
16 wanted to hear. Plaintiff DIANE ERICKSON while crying hysterically, said, "ok I want it."  
17 Defendant JOHN DOE 1 then ejaculated inside of her, let go of her, and pulled up his  
18 shorts.

19 29. After forcibly raping Plaintiff DIANE ERICKSON, Defendant JOHN DOE 1  
20 yelled at her to go to the bathroom. Plaintiff DIANE ERICKSON then ran to the  
21 bathroom and closed the door. Defendant JOHN DOE 1 came and opened the door to  
22 the bathroom, and told her to leave it open. Plaintiff DIANE ERICKSON washed up and  
23 went into her room and got dressed. Defendant JOHN DOE 1 yelled for her to come  
24 out into the living room.

25 COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 9  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
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NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1           30. When Plaintiff DIANE ERICKSON went into the living room as she was  
2 ordered by Defendant JOHN DOE 1, it was approximately 6:45 a.m. Defendant JOHN  
3 DOE 1 was writing on his report papers. Defendant JOHN DOE 1 looked up at her from  
4 his writing and said, "You know I often worry about when I go outside to smoke that a  
5 student could tell me that they were going to take a shower, and they could have a knife  
6 from out of the kitchen, they could start the shower, and then could cut their wrists and  
7 they could bleed to death, and when they were found no one would know what had  
8 happened. They would just think that they had just killed themselves." He also told her  
9 that "no one would believe an alcoholic lady that wanted to get out of here." He said  
10 that he had written in his report that she had not slept at all and that they would put her  
11 in the Withdrawal Cabin again.

12           31. That night when Defendant JOHN DOE 1 returned to the Withdrawal Cabin,  
13 he came into Plaintiff DIANE ERICKSON's room at 11:30 p.m. Defendant JOHN DOE 1  
14 turned on the light and sat on the bottom of her bed. Defendant JOHN DOE 1 told  
15 Plaintiff DIANE ERICKSON that he had a copy of her file, that he had all of her phone  
16 numbers to her husband, daughter, mother, and that if she said anything, all it would  
17 take would be one phone call. Defendant JOHN DOE 1 said that he did not have to  
18 prove it to her husband, that all he had to do was plant the seed that they had relations,  
19 and that she would be kicked out of the center, and her family would not want anything  
20 to do with her. Defendant JOHN DOE 1 asked Plaintiff DIANE ERICKSON if she  
21 understood, and she said yes. Defendant JOHN DOE 1 then left the room. Defendant  
22 JOHN DOE 1 came into Plaintiff DIANE ERICKSON's room several times during the  
23 night. Plaintiff DIANE ERICKSON who was very afraid for her safety would just lie there  
24 and pretended to be asleep.

25           COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 10  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
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1           32. Plaintiff DIANE ERICKSON told no one of the rape for some time because  
2 she was ashamed, humiliated, and frightened. In addition, she feared the effect on her  
3 husband, Plaintiff PAUL ERICKSON, if he knew that his wife had been raped. Plaintiff  
4 DIANE ERICKSON was also afraid for her physical safety and her emotional well-being  
5 because of the imminent and very real threats that Defendant JOHN DOE 1 had made.

6           33. When Plaintiff did tell the staff at the Treatment Facility, Executive Director,  
7 Defendant DAN MANSON ratified the actions of Defendant JOHN DOE 1. Defendant  
8 DAN MANSON responded by isolating Plaintiff DIANE ERICKSON in a hotel room with  
9 another male staff member known to Plaintiff DIANE ERICKSON as Dave and a female  
10 staff member known to her as Angie. Two days later after not receiving any treatment,  
11 Plaintiff DIANE ERICKSON told Dave that she wanted to go back to the Treatment  
12 Facility to finish the program. Dave took her back to the center and advised her to  
13 continue her program until "the 3 of us" could figure out what to do.

14           34. Thereafter Defendant DAN MANSON further separated Plaintiff from other  
15 residents in the Treatment Program by such actions, among other things, as taking her  
16 to a staff apartment alone with Dave, and sending her alone to dinner and a movie with  
17 Dave.

18           35. Thereafter Defendant DAN MANSON advised Plaintiff DIANE ERICKSON  
19 that he did not want her at the Treatment Facility, and was going to move her to the  
20 Placerville Facility. Defendant DAN MANSON told Plaintiff DIANE ERICKSON that if  
21 the other students found out, they would leave, or there would be a state investigation,  
22 and that the staff would lose their jobs. He cried as he told her that "it could ruin  
23 everything that he had been working for for eight years."

1           36. Defendant DAN MANSON fraudulently promised Plaintiff DIANE ERICKSON  
2 that if she went to Placerville and finished "two books" of the program in two weeks, she  
3 would be allowed to return on January 14, 2004 and finish the program at the Treatment  
4 Facility, especially because Placerville did not have the sauna regimen that was  
5 included in her Treatment Program. At that time, Plaintiff DIANE ERICKSON requested  
6 that he put the verbal agreement into writing. Defendant DAN MANSON told Plaintiff  
7 DIANE ERICKSON that it did not need to be put in writing, and that she could come  
8 back in two weeks on January 14, 2004 as they agreed provided that she finish the "two  
9 books." Defendant DAN MANSON further told Plaintiff DIANE ERICKSON that he did  
10 not want anything in writing about the situation.

11           37. Thereafter Plaintiff DIANE ERICKSON was taken to Placerville by a  
12 NARCONON employee. After her arrival at Placerville, Plaintiff DIANE ERICKSON  
13 finished Book 5 and Book 8 before January 12, 2004.

14           38. On January 12, 2004, Defendant STACEY PAYNE, Executive Director of the  
15 Placerville Facility, also ratified by DAN MANSON, called Plaintiff DIANE ERICKSON  
16 into her office and told Plaintiff DIANE ERICKSON that she did not feel that Plaintiff  
17 DIANE ERICKSON should go back to the Treatment Facility at all. Plaintiff DIANE  
18 ERICKSON explained that she had made a deal with Defendant DAN MANSON that if  
19 she finished 2 Books in 2 weeks, then Plaintiff DIANE ERICKSON could go back to the  
20 Treatment Facility and finish her Treatment Program. Plaintiff DIANE ERICKSON  
21 explained that she had completed the 2 Books in ten days as agreed. Defendant  
22 STACEY PAYNE told Plaintiff DIANE ERICKSON that she and Defendant DAN  
23 MANSON had decided that they did not want Plaintiff DIANE ERICKSON at the  
24 Treatment Facility anymore. Plaintiff DIANE ERICKSON also explained that she

25           COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 12  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
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NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1 needed to get back to the Treatment Facility, because she had a planned visit from her  
2 cousin there on January 17, 2004.

3 39. Thereafter Plaintiff DIANE ERICKSON was taken to Watsonville by a  
4 NARCONON employee known to her only as Paul. Upon arrival to Watsonville,  
5 however, the employee did not take Plaintiff DIANE ERICKSON to the Treatment  
6 Facility as Plaintiff DIANE ERICKSON was told would happen. When Plaintiff DIANE  
7 ERICKSON inquired, Paul told her that Defendant DAN MANSON had instructed him  
8 not to take her back to the center but to a hotel instead. Plaintiff DIANE ERICKSON  
9 was forced to call her husband Plaintiff PAUL ERICKSON, and ask him for a credit card  
10 to pay for a room.

11 40. Plaintiff PAUL ERICKSON was very distraught and upset that his wife  
12 Plaintiff DIANE ERICKSON was not at the Treatment Facility.

13 41. The next day Plaintiff DIANE ERICKSON called Defendant DAN MANSON  
14 and asked him what was going on, and why she was not taken to the Treatment Facility.  
15 Defendant DAN MANSON told her that they had a lot of new arrivals at the Treatment  
16 Facility, and that there were no beds left for her. Plaintiff DIANE ERICKSON told  
17 Defendant DAN MANSON that they had a deal. Defendant DAN MANSON responded  
18 by telling her that they would talk later, after her visit with her cousin.

19 42. A few days later, Plaintiff DIANE ERICKSON called Defendant DAN  
20 MANSON and told him that she needed to talk to him to resolve the situation, especially  
21 in light of the fact that her husband Plaintiff PAUL ERICKSON was growing increasingly  
22 worried. Defendant DAN MANSON told Plaintiff DIANE ERICKSON that he would send  
23 someone to pick her up, and bring her to the Treatment Facility for a meeting with him.

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COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION,  
FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
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1           43. A short time later Defendant DAN MANSON called Plaintiff DIANE  
2 ERICKSON and told her that he did not want her at the Treatment Facility, and that he  
3 would come to see her at the hotel. Plaintiff DIANE ERICKSON asked why, and  
4 Defendant DAN MANSON responded that it was not a good idea for her to be seen at  
5 the Treatment Facility.

6           44. An hour later, Defendant DAN MANSON came over to have a meeting with  
7 Plaintiff DIANE ERICKSON. Defendant DAN MANSON told Plaintiff DIANE ERICKSON  
8 that there was no room for her at the Treatment Facility, because her old room had  
9 been filled.

10           45. Defendant DAN MANSON then put in front of her, a Mutual Release of All  
11 Claims, hereinafter the Release. Defendant DAN MANSON told Plaintiff DIANE  
12 ERICKSON that he would not allow her to finish the Treatment Program at either center  
13 unless she sign the Release. When Plaintiff DIANE ERICKSON asked why he was  
14 making her sign this, Defendant DAN MANSON told her that his lawyers needed the  
15 paper signed for Narconon's protection. Plaintiff DIANE ERICKSON did not sign, but  
16 told him that she would look over the document. Plaintiff became very agitated and  
17 cried after he left.

18           46. Thereafter, Defendant STACEY PAYNE showed up to pick up Plaintiff  
19 DIANE ERICKSON and take her to the Placerville Facility. Defendant STACEY PAYNE  
20 told Plaintiff DIANE ERICKSON that Defendant DAN MANSON had sent her to deal  
21 with her and "deal with her she would." Defendant STACEY PAYNE told Plaintiff  
22 DIANE ERICKSON that she did not have a choice anymore. Plaintiff DIANE  
23 ERICKSON told Defendant STACEY PAYNE that they were just trying to hide her and  
24 the incident. Defendant STACEY PAYNE told Plaintiff DIANE ERICKSON "yes," and

25           COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 14  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
CONSORTIUM, BREACH OF CONTRACT, INTENTIONAL MISREPRESENTATION,  
CONSTRUCTIVE FRAUD and PUNITIVE DAMAGES

1 that she, Stacey, knew what was best for her. Plaintiff DIANE ERICKSON was forced  
 2 to go with Defendant STACEY PAYNE because she had no other place to go and no  
 3 money.

4 47. During the ride to Placerville Defendant STACEY PAYNE told Plaintiff  
 5 DIANE ERICKSON that some other students had tried to sue NARCONON before after  
 6 a car accident where some students had died, but that NARCONON would not pay  
 7 them anyway so that she should not even think about coming after NARCONON.

8 48. Thereafter, DIANE ERICKSON told Defendant STACEY PAYNE that she  
 9 needed medical attention. Plaintiff DIANE ERICKSON was very concerned for her  
 10 health because Defendant JOHN DOE 1 was a known needle-user. Defendant  
 11 STACEY PAYNE told her that she would only allow her to receive medical attention if  
 12 she went to a nearby clinic. Plaintiff DIANE ERICKSON told Defendant STACEY  
 13 PAYNE that she wanted to go to her own doctor, but Defendant STACEY PAYNE told  
 14 her that would not be allowed.

15 49. Thereafter, Defendant STACEY PAYNE told Plaintiff DIANE ERICKSON that  
 16 she would only allow Plaintiff DIANE ERICKSON to receive medical attention if she  
 17 requested a leave of absence from the program. Plaintiff DIANE ERICKSON was  
 18 forced to sign some paperwork saying she was taking a leave, would check in everyday,  
 19 and would return in four days.

20 50. Thereafter, Plaintiff DIANE ERICKSON learned that she had contracted a  
 21 venereal disease and would require further treatment. Plaintiff DIANE ERICKSON  
 22 advised STACEY PAYNE by telephone that she would not be returning to either facility  
 23 because she needed further medical treatment from her doctor, and because of  
 24 NARCONON OF NORTHERN CALIFORNIA's gross mistreatment of her.

25 COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 15  
 26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
 FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
 NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
 CONSORTIUM, BREACH OF CONTRACT, INTENTIONAL MISREPRESENTATION,  
 CONSTRUCTIVE FRAUD and PUNITIVE DAMAGES





1           55. In view of the relationship of trust imposed by this circumstance and by law,  
2 Defendants NARCONON OF NORTHERN CALIFORNIA and NARCONON  
3 INTERNATIONAL owed a duty to its residents to protect them from harm to their  
4 persons or property at the hands of employees who are entrusted with their care and  
5 given access to their sleeping quarters, medical records, and personal information.

6           56. Defendants NARCONON OF NORTHERN CALIFORNIA, NARCONON  
7 INTERNATIONAL, DAN MANSON, and STACEY PAYNE negligently hired and  
8 entrusted JOHN DOE 1 with the care and supervision of Plaintiff DIANE ERICKSON,  
9 particularly by dispatching him, a recent patient, to care for her during the withdrawal  
10 stage, and allowing a male staff to be alone with a female student/patient in her  
11 sleeping quarters.

12           57. Defendants NARCONON OF NORTHERN CALIFORNIA, NARCONON  
13 INTERNATIONAL, DAN MANSON, and STACEY PAYNE breached their duty to  
14 exercise reasonable care and acted negligently and carelessly in the screening, hiring,  
15 retaining, supervising and training JOHN DOE 1 as an employee, especially in  
16 prescribing a touch assist procedure between male staff and a female student/patient, a  
17 practice that is known to lead to improper sexual contact.

18           58. At all relevant times to this complaint, Defendants NARCONON OF  
19 NORTHERN CALIFORNIA, NARCONON INTERNATIONAL, DAN MANSON, and  
20 STACEY PAYNE knew or should have known that Defendant JOHN DOE 1, a recent  
21 former student/patient, was not competent to provide the services necessary to meet  
22 the resident needs, and in so doing further breached their statutory duty pursuant to  
23 California Health and Safety Code §11834.01 and 11834.10 to provide competent  
24

25           COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION,  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
CONSORTIUM, BREACH OF CONTRACT, INTENTIONAL MISREPRESENTATION,  
CONSTRUCTIVE FRAUD and PUNITIVE DAMAGES

1 personnel, and personnel in good health, capable of performing assigned tasks and  
2 services without physical or verbal abuse, exploitation or prejudice.

3 59. At all times mentioned in this complaint, Defendants NARCONON OF  
4 NORTHERN CALIFORNIA, NARCONON INTERNATIONAL, DAN MANSON, and  
5 STACEY PAYNE, and each of them, were aware of and should have known the  
6 probable consequences of hiring former students/patients inadequately trained in the  
7 care and treatment of drug and alcohol abuse clients, to work at Narconon facilities  
8 directly with present students/patients, and that such practice endangers the safety,  
9 health, and/or physical and mental well being of Narconon clients.

10 60. At all times mentioned in this complaint, Defendants NARCONON OF  
11 NORTHERN CALIFORNIA, NARCONON INTERNATIONAL, DAN MANSON and  
12 STACEY PAYNE, and each of them, were aware of and should have known the  
13 probable consequences of directing touch "assists" procedures between male staff and  
14 female patients in a private room in leading to improper sexual contact.

15 61. At all relevant times to this complaint, Defendants NARCONON OF  
16 NORTHERN CALIFORNIA, NARCONON INTERNATIONAL, DAN MANSON, and  
17 STACEY PAYNE knew or should have known that Defendant JOHN DOE 1 was totally  
18 unfit for a position that required knowledge and implementation of alcohol and/or drug  
19 recovery principles in that Defendant JOHN DOE 1 was using drugs and/or alcohol  
20 while in the course and scope of his employment, had a history of drug and alcohol  
21 abuse, a criminal record, and a tendency to commit criminal acts in violation of the  
22 rights of others and the penal code, and in so doing further breached their statutory duty  
23 pursuant to California Health and Safety Code §11834.01 and 11834.10 to provide  
24 competent and adequately trained staff.

25 COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION, 18  
26 FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
CONSORTIUM, BREACH OF CONTRACT, INTENTIONAL MISREPRESENTATION,  
CONSTRUCTIVE FRAUD and PUNITIVE DAMAGES



1 refusing to perform the agreed rehabilitation services without a signed Release by  
2 Plaintiff DIANE ERICKSON.

3 Wherefore, Plaintiff DIANE ERICKSON demands judgment against defendants,  
4 and each of them, in an amount according to proof, plus interest and costs, as more  
5 fully set forth below.

6 **SECOND CAUSE OF ACTION**

7 **(GENERAL NEGLIGENCE against all DEFENDANTS)**

8 66. Plaintiff DIANE ERICKSON incorporates and realleges Paragraphs 1-65 of  
9 this complaint as if fully set forth herein.

10 67. Defendants NARCONON OF NORTHERN CALIFORNIA and NARCONON  
11 INTERNATIONAL are in the business of providing residential alcohol and drug abuse  
12 recovery treatment services. Necessarily, Defendants NARCONON OF NORTHERN  
13 CALIFORNIA and NARCONON INTERNATIONAL deal with adults who are  
14 experiencing personal instability and a lack of control over one's environment as  
15 associated with drug and/or alcohol addiction, and who rely on DEFENDANTS  
16 NARCONON OF NORTHERN CALIFORNIA and NARCONON INTERNATIONAL in  
17 finding a "new way to live".

18 68. In view of the relationship of trust imposed by this circumstance and by law,  
19 DEFENDANTS NARCONON OF NORTHERN CALIFORNIA and NARCONON  
20 INTERNATIONAL owed a duty to its residents to protect them from harm to their  
21 persons or property at the hands of employees who are entrusted with their care and  
22 given access to their sleeping quarters, medical records, and personal information.

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26

COMPLAINT FOR DAMAGES FOR NEGLIGENT HIRING, NEGLIGENT SUPERVISION,  
FAILURE TO ADEQUATELY TRAIN STAFF, NEGLIGENCE, SEXUAL ASSAULT and BATTERY,  
FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, CONSPIRACY, LOSS OF  
CONSORTIUM, BREACH OF CONTRACT, INTENTIONAL MISREPRESENTATION,  
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