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5 Adult School, Inc. and Jayne Longnecker

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7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN BERNARDINO - CENTRAL CIVIL DISTRICT**

10  
11 BENCHMARK YOUNG ADULT SCHOOL,  
INC., a California corporation; and JAYNE  
12 LONGENCKER, an individual,

13 Plaintiff,

14 vs.

15 MICHAEL CRAWFORD, an individual; and  
DOES 1 through 50, inclusive,

16 Defendant.

Case No. CIVSS803920

Assigned for all purposes to:  
Hon. Donald Alvarez, Dept. S33

**DECLARATION OF JAYNE LONGNECKER  
IN SUPPORT OF PLAINTIFF'S  
OPPOSITION TO DEFENDANT'S SPECIAL  
MOTION TO STRIKE COMPLAINT**

Date: July 30, 2008

Time: 8:30 a.m.

Place: Dept. S33

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18  
19 Complaint Filed: March 26, 2008

Trial Date: None Set

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1 I, Jayne Longnecker, declare as follows:

2 1. I am the owner and CEO of Benchmark Young Adult School, Inc. ("BENCHMARK").

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4 2. BENCHMARK is a private school which was founded in 1993 as a residential,  
5 emotional growth, sober living, and independent living program for young adults ages 18-28.  
6 BENCHMARK is a California corporation and holds a Private School Affidavit through the California  
7 Department of Education pursuant to California Education Code section 33190, et seq.  
8 BENCHMARK is dedicated to assisting "at risk" young adults by fostering a positive environment in  
9 which to provide guidance and the skills required to transition into the world of education, work,  
10 physical and emotional health, independence and emancipation.

11  
12 3. For the most part, BENCHMARK students have a combination of unique problems,  
13 including issues with self esteem, drug and alcohol abuse, learning issues, behavioral issues, family  
14 and relationship issues, compulsivity or social relationship issues, extreme shyness, issues with the  
15 legal system, and/or a variety of medical conditions, such as bi-polar or depression. Approximately  
16 seven (7) out of ten (10) BENCHMARK students have abused drugs or alcohol prior to their  
17 enrollment at BENCHMARK and, as a result, must agree to attend Alcoholics Anonymous or  
18 Narcotics Anonymous meetings out in the community. Because of the unique needs of BENCHMARK  
19 students, BENCHMARK works with a number of licensed professionals with varying specialties,  
20 including Psychiatrists, Psychologists, and Marriage and Family Therapists, to assist in helping  
21 students with these issues.

22  
23 4. BENCHMARK maintains facilities at two locations in Redlands, CA, including  
24 administrative and classroom facilities at 1971 Essex Court and residential facilities located on State  
25 Street. BENCHMARK has approximately twenty three (23) employees and forty-eight (48) students as  
26 of the filing date of this opposition brief. BENCHMARK students typically live in an eighteen (18)  
27 unit apartment building which BENCHMARK leases, although some students live independently  
28 offsite. Some students choose to share their apartments with one another, but at most two students to a

1 bedroom are allowed. As part of the program, students are expected to clean their apartments, purchase  
2 their food (under the supervision of BENCHMARK staff), learn to cook it, and learn independent  
3 living skills.

4  
5 5. The BENCHMARK program consists of three levels. A student's progress is based on  
6 accomplishing and demonstrating proficiency at criteria established by the school. When the student  
7 completes all three levels without unusual delay, the total length of the program is approximately  
8 twelve (12) months. The BENCHMARK program includes a series of emotional growth experiences  
9 as well as an educational/vocational curriculum component. The educational/vocational component of  
10 the program requires students to attend school out in the community at accredited facilities such as  
11 Redlands Adult High School, Crafton Hills College, or San Bernardino Community College or  
12 accredited vocational/work skills programs through Regional Occupation Program.

13  
14 6. Since its inception, BENCHMARK has helped hundreds of troubled young adults find  
15 success in the community. And as a result of its unique program and storied success, each year  
16 BENCHMARK has received the "Excellence Award" from Woodbury Reports, an organization  
17 dedicated to the education of struggling young adults. This is essentially a tally of opinions among the  
18 educational consultants familiar with the industry who have used various educational programs.  
19 BENCHMARK has always been a highly recommended program for troubled young adults.

#### 20 21 **RELATIONSHIP BETWEEN BENCHMARK AND STUDENT SPONSOR**

22 7. At the time of a student's enrollment at BENCHMARK, BENCHMARK enters into a  
23 contractual relationship with the student's financial sponsor ("SPONSOR"). The SPONSOR is  
24 responsible for the tuition, fees and costs associated with the enrollment. The SPONSOR is most often  
25 the parent or parents of the student, but may also be a conservator, school district, or other person or  
26 entity. For instance, in the case of Michael Crawford ("CRAWFORD"), the SPONSOR was the  
27 Department of State.

1           8.       At the time the contractual relationship is established, the SPONSOR must select the  
2 length of their initial financial commitment. If a student leaves prior to the length of the commitment  
3 (e.g., the SPONSOR and student have elected a six (6) month initial commitment and the student  
4 leaves the program after three (3) months), BENCHMARK sometimes provides a refund of the unused  
5 portion of the tuition commitment. This is most typically the case when the SPONSOR is a school  
6 district or other entity such as a conservatorship. In such an instance, therefore, BENCHMARK suffers  
7 a financial loss associated with providing a refund to the SPONSOR of the unused portion of the  
8 amount the SPONSOR has already paid to BENCHMARK.

9  
10           9.       In addition, if a student leaves the program prior to completing the program and  
11 graduating, BENCHMARK suffers the financial loss of the revenue it would have received had the  
12 student completed not only the initial term, but the entire BENCHMARK program. For instance, even  
13 if a student and SPONSOR elect an initial commitment of three months, the hope and expectation is  
14 that the student will progress through the various phases of the program and ultimately successfully  
15 complete the program and graduate. If the student is persuaded to leave the program after three months  
16 (which CRAWFORD attempted to persuade students to do), BENCHMARK also suffers the loss of  
17 additional revenue it would have received if the student had remained in the program for not only the  
18 initial period, but throughout the entire one (1) year program period. What is more, if students who  
19 otherwise were planning to attend BENCHMARK fail to come to BENCHMARK as a result of  
20 libelous statements made by CRAWFORD or others, BENCHMARK would lose the revenue from  
21 any such prospective student.

22  
23                           **MICHAEL CRAWFORD'S RELATIONSHIP WITH BENCHMARK**

24           10.       CRAWFORD was a student at BENCHMARK from September 2001 to June 2002.  
25 For several years after Crawford left Benchmark, there was very little interaction between Benchmark  
26 and Crawford. Within the last two years, however, Crawford has become obsessed with attacking  
27 Benchmark in every way he can think of, including the repeated harassment and verbal abuse of  
28 Benchmark employees, Benchmark students and parents of Benchmark students, as well as the

1 dissemination of blatantly false statements to existing and future Benchmark clients and referral  
2 sources in an attempt to harm Benchmark.

3  
4 **CRAWFORD'S "FRIENDSHIP WORKSHOP"**

5 11. During the time he was a BENCHMARK student, CRAWFORD participated in two  
6 "FRIENDSHIP WORKSHOPS" ("WORKSHOPS"). Generally, the WORKSHOP is an opportunity  
7 for BENCHMARK students to engage in self examination regarding their actions and decision making  
8 dynamics.

9  
10 12. Given the false and misleading way in which CRAWFORD has described the  
11 FRIENDSHIP WORKSHOP in his declaration, the court should note that after participating in one  
12 such workshop, CRAWFORD specifically requested to participate in a second such workshop. I was  
13 also personally present for the second FRIENDSHIP WORKSHOP and personally witnessed  
14 CRAWFORD'S participation and the proceedings of the second FRIENDSHIP WORKSHOP.  
15 CRAWFORD'S participation in the second FRIENDSHIP WORKSHOP was utterly voluntary and he  
16 participated only because he specifically requested that he be permitted to do so.

17  
18 13. Generally, the FRIENDSHIP WORKSHOP is an opportunity for BENCHMARK  
19 students to engage in self examination regarding their actions and decision making dynamics. It  
20 usually begins at approximately 9 p.m.

21  
22 14. During the workshop, the participants eat, have a nap, and have the use of the  
23 bathroom. BENCHMARK provides a variety of food, including fruit, snacks, sandwiches, cookies,  
24 drinks and breakfast bars and there are typically two meal breaks.

25  
26 15. The workshop usually concludes between 9 am and noon the following day. In total, the  
27 workshop lasts approximately twelve to fifteen hours. The participants have free time for the

1 remainder of the day. This is the schedule that was followed during both the FRIENDSHIP  
2 WORKSHOPS in which CRAWFORD participated.

3  
4 **CRAWFORD'S' FACTUAL STATEMENTS TO THOMAS CROKE THAT BENCHMARK**  
5 **STUDENTS ATTEMPTED SUICIDE ON A 'SEMI-MONTHLY" BASIS AND THAT**  
6 **BENCHMARK AND I ENGAGED IN A CRIMINAL CONSPIRACY TO CONCEAL THOSE**  
7 **SUICIDE ATTEMPTS ARE FLATLY AND DEMONSTRABLY FALSE**

8 16. As a matter of background, educational consultants are a primary source of referrals for  
9 BENCHMARK. Educational Consultants throughout the United States assist parents in assessing their  
10 children and providing referrals to schools nationwide that might be appropriate for the needs of each  
11 particular young adult. Typically, Educational Consultants perform their assessment and then provide  
12 parents recommendations to several potential schools. Parents then perform their own research and  
13 make a determination as to which of the referred schools they consider to be the most appropriate.

14  
15 17. Many parents place particular trust in the recommendations of Educational Consultants  
16 because they (1) have personally visited many of the potential schools, (2) are skilled and experienced  
17 in matching a young adult's needs with the strengths of a particular school's programs, and (3) are  
18 familiar with the industry and can ultimately save the parents money by assisting them make the right  
19 choice the first time. The Educational Consultants are critical to the success of BENCHMARK, as  
20 approximately 70%-75% of BENCHMARK's referrals come from educational consultants. As such,  
21 CRAWFORD can wreak particular damage on BENCHMARK by making defamatory statements  
22 about BENCHMARK to Educational Consultants, as he has done. Significantly, Educational  
23 Consultants network with one another and therefore a libelous statement to one Educational  
24 Consultant can have a much larger effect than simply one particular referral source. In fact, one  
25 libelous statement to a single Educational Consultant could easily eliminate dozens of referral sources.

26  
27 18. In furtherance of his stated intention to destroy BENCHMARK and me personally, on  
28 or about May 10, 2007, CRAWFORD contacted via email an individual named Thomas Croke. Mr.

1 Croke is one of the Educational Consultants with whom BENCHMARK has a relationship (See  
2 Declaration of Thomas Croke).

3  
4 19. In CRAWFORD'S email to Thomas Croke dated May 10, 2007, CRAWFORD makes  
5 the factual claim that "There was a time when I thought that Benchmark would not stoop so low as to  
6 break the law. I was wrong... Benchmark was willing to cover up the semi-monthly suicide attempts.  
7 How? Both Jayne's husband and son-in law work for the Redland Police Dept, as do several others in  
8 her family."

9  
10 20. These claims are flatly and unequivocally false. First, there have never been "semi-  
11 monthly suicide attempts" at BENCHMARK. In fact, since its inception in 1993, there have never  
12 been two suicide attempts in a single month. Moreover, since 1993, despite the fact that Benchmark  
13 has handled hundreds of young adults with at least minimal suicidal ideations over this timeframe,  
14 there have been only two suicide attempts by Benchmark students and only one student that actually  
15 completed the act of suicide. This individual was very sick before coming to BENCHMARK, suffered  
16 from bipolar disorder and was considered a serious suicide risk before he entered BENCHMARK.  
17 Following his unfortunate and untimely death, neither the parents nor any authorities ever placed any  
18 blame on BENCHMARK for this incident. As discussed above, from September 1, 2001, (the date  
19 that CRAWFORD began attending BENCHMARK) until he graduated, there were NO suicide  
20 attempts. Not one. In addition, during approximately the past four years (since the suicide incident  
21 discussed above), there have been NO further suicide attempts by BENCHMARK students.

22  
23 21. In addition, CRAWFORD accuses me and BENCHMARK of engaging in criminal  
24 conduct by engaging in a "cover up" of these non-existent "semi-monthly suicide attempts". He  
25 implies that I directed my relatives to destroy the police records at the Redland Police Department that  
26 pertained to these suicide attempts.



1                   **CRAWFORD'S' FACTUAL STATEMENT ON THE CRAWFORD**  
2                   **DEFAMATORY WEBSITE THAT "SUICIDE ATTEMPTS WERE RELATIVELY**  
3                   **COMMON WHEN [CRAWFORD] WAS AT BENCHMARK YOUNG ADULT SCHOOL"**  
4                   **IS DEMONSTRABLY FALSE.**

5           26.    On the CRAWFORD DEFAMATORY WEBSITE, CRAWFORD states that: "Suicide  
6 attempts were relatively common when I was at Benchmark Young Adult School." See  
7 <http://homepage.mac.com/psyborgue/abuse.html>.

8  
9           27.    CRAWFORD attended BENCHMARK from September 2001 through June 2002.  
10 Contrary to CRAWFORD'S claim, during that period there were NO suicide attempts. CRAWFORD'S  
11 statement is simply and unequivocally false and without any factual basis whatsoever.

12  
13                   **CRAWFORD'S ALLEGATIONS REGARDING SUICIDE ATTEMPTS**  
14                   **AT BENCHMARK IS FALSE AND MISLEADING**

15           28.    CRAWFORD'S allegation that three students whom CRAWFORD identifies as  
16 "Jason", "Emily", and "Sarah" attempted to commit suicide while at BENCHMARK is false.  
17 BENCHMARK has reviewed its files regarding any students by those first names and no such  
18 individuals attempted to commit suicide while at BENCHMARK.

19  
20                   **CRAWFORD'S FACTUAL STATEMENT ON THE DEFAMATORY WEBSITE THAT**  
21                   **BENCHMARK ENGAGED IN "FRAUD" IS DEMONSTRABLY FALSE.**

22           29.    On the CRAWFORD DEFAMATORY WEBSITE, CRAWFORD states that  
23 BENCHMARK engages in "Fraud". See <http://homepage.mac.com/psyborgue/index.htm>. That claim  
24 is demonstrably false.

25  
26           30.    No one (other than CRAWFORD himself) has ever made this allegation.  
27 BENCHMARK has matriculated more than five hundred (500) students during the fifteen (15) years it  
28 has been in business. During that entire time, BENCHMARK has never been the subject of a lawsuit

