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14 BENCHMARK YOUNG ADULT SCHOOL, INC.
15 AND JAYNE LONGNECKER

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO, CENTRAL CIVIL DISTRICT

BENCHARK YOUNG ADULT SCHOOL,
INC., a California corporation; and JAYNE
LONGNECKER, an individual,

Plaintiff,

v.

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

Defendant.

CASE NO.: CIVSS 803920

DECLARATION OF JOELLE WALTERS IN
SUPPORT OF PLAINTIFFS' OPPOSITION TO
SPECIAL MOTION TO STRIKE COMPLAINT
PURSUANT TO CCP §425.16

I, Joelle Walters, declare as follows:

1. I make this declaration in support of Plaintiffs' Opposition To Special Motion To Strike Complaint Pursuant to CCP §425.16. I have personal knowledge of, and if called as a witness to testify could and would testify to, the following facts:

2. I am the daughter of Jayne Longnecker. I have been employed by Benchmark Young

1 Adult School, Inc. ("BENCHMARK") in various capacities since 1993, including as a Primary
2 Counselor Trainee, Primary Counselor, Head Primary Counselor, and Dean of Student Services. I am
3 currently the Dean of BENCHMARK.

4 3. In my capacity as Dean, I am familiar with the procedures and protocols instituted and followed
5 by BENCHMARK relating to events involving BENCHMARK staff or students. Specifically, any
6 significant event involving a BENCHMARK student is documented in a communication log
7 ("COMLOG") entry. A COMLOG entry includes information such as the name of the student, the event
8 at issue, the time, date and location of the event, the name of the reporting party, and is prepared at or
9 near the time of the event by the BENCHMARK staff or administration employee who witnessed the
10 event. COMLOG entries are used to document events from the mundane (e.g., no significant event
11 occurred today with this student) to the most grave, such as the need to contact the police regarding a
12 student.

13 **DURING CRAWFORD'S BENCHMARK RAID I PERSONALLY WITNESSED CRAWFORD
14 INTERFERING WITH BENCHMARK OPERATIONS, STAFF AND STUDENTS**

15 4. I was present on several days during which Michael Crawford ("CRAWFORD") appeared at
16 the BENCHMARK facilities and personally witnessed him disrupt and interfere with BENCHMARK
17 operations by various means, including screaming at BENCHMARK students and staff, soliciting
18 BENCHMARK students to leave the BENCHMARK program by offering to provide them with
19 transportation money if they would do so, and invading the privacy of BENCHMARK students and staff
20 by videotaping them without permission or authorization.

21 **CRAWFORD'S THANKSGIVING BENCHMARK RAID SUBSTANTIALLY INTERFERED
22 WITH BENCHMARK OPERATIONS**

23 5. As the Dean of BENCHMARK, I was made aware of the fact that CRAWFORD had appeared
24 at the BENCHMARK facilities and was causing a major disruption of BENCHMARK operations.
25 CRAWFORD continued his activities for several days.

26 6. CRAWFORD'S interference with BENCHMARK operations resulted in BENCHMARK staff
27 being required to, among other things, spend hours counseling students who were frustrated and upset
28 with CRAWFORD'S actions; spend hours preparing COMLOG entries regarding CRAWFORD'S
actions; and contact the police no less than three times, including when CRAWFORD'S actions

1 disrupted the BENCHMARK students at the residential facility ("RESIDENTIAL PROPERTY") that
2 BENCHMARK maintains for its students on State Street in Redlands, when CRAWFORD tailed a
3 female BENCHMARK counselor at night in his car which required police intervention, and when
4 CRAWFORD demanded possession of a student's passport necessitating more police intervention.
5 Residence Coaches were required to spend additional time coaching students who voiced apprehension
6 that CRAWFORD was following the students and his actions were causing them to feel violated. I
7 specifically spoke to students who voiced concern about whether CRAWFORD was violent.

8 7. In my capacity as Dean, I conducted an investigation and compiled a preliminary accounting
9 of the total number of hours spent by BENCHMARK staff and administration in dealing with all these
10 impacts of CRAWFORD'S "BENCHMARK RAID".

11 8. The following BENCHMARK staff have spent a total of at least thirty five (35) hours on issues
12 resulting from CRAWFORD'S actions, including weekend staff Ronnie Armendarez, Sheri Martin and
13 Meghan Frawley, fifteen (15) hours; weekday staff Debbie Smith, Theresa Garcia, and Gregory Estrada
14 approximately five (5) hours; Educational Center staff LaToya Boone approximately three (3) hours;
15 myself approximately three (3) hours; Greg Burks approximately three (3) hours; E. Michael
16 Valenzuela, approximately three (3) hours; Steve Ornelas, approximately three (3) hours.

17 9. As a result and based on the hourly wages payable to each of these employees, the initial direct
18 financial cost to BENCHMARK resulting from CRAWFORD'S conduct is at least \$1,119.89 in amounts
19 paid to BENCHMARK staff alone.

20 **BENCHMARK HAS LOST SUBSTANTIAL INCOME AS A RESULT OF CRAWFORD'S**
21 **ACTIONS**

22 10. In my capacity as Dean, I am familiar with the financial books and records of BENCHMARK
23 as well as the ongoing revenues and profits of the company. BENCHMARK charges a yearly tuition
24 of approximately \$60,000 for each student enrolled at BENCHMARK. The net income to
25 BENCHMARK for each student enrollment averages between five percent (5%) and ten percent (10%),
26 resulting in a net income loss to BENCHMARK of between \$3,000 and \$6,000 for each lost enrollment.
27 BENCHMARK has therefore suffered significant damages as a result of loss of student enrollments
28 caused by CRAWFORD'S actions.

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3 **CRAWFORD'S CLAIMS REGARDING ATTEMPTED SUICIDES AT BENCHMARK
ARE FALSE AND MISLEADING**

4 11. I was a BENCHMARK staff member during the time that CRAWFORD was a student at
5 BENCHMARK. I know from my own personal knowledge that his claim that "suicide attempts were
6 relatively common" when he was a student at BENCHMARK is false. During that time there were
7 actually NO suicide attempts.

8 12. In addition to my own personal knowledge regarding the absence of suicide attempts during
9 the time CRAWFORD attended BENCHMARK, I have personally participated in the review of all
10 COMLOG entries for the period during which CRAWFORD attended BENCHMARK. BENCHMARK
11 views any incident involving an attempted suicide with the utmost gravity.

12 13. BENCHMARK protocols and procedures requires that any staff member who becomes aware
13 of any attempted suicide by a BENCHMARK student immediately report that information to
14 BENCHMARK administration and immediately prepare a COMLOG regarding the incident. The
15 administration gives direction to contact 911. The COMLOGS I reviewed confirmed my own personal
16 knowledge that there were no suicide attempts while CRAWFORD was a BENCHMARK student.

17 14. In addition to my own personal knowledge and the COMLOG confirmation, I spoke to nine
18 (9) BENCHMARK staff members who were also on staff while CRAWFORD was a BENCHMARK
19 student. Each of them confirmed that during that period, and contrary to CRAWFORD'S claim, there
20 were no suicide attempts.

21 15. Regarding CRAWFORD'S claim to Mr. Thomas Croke that BENCHMARK and Jayne
22 Longnecker engaged in a cover up of "semi monthly" suicide attempts, I am aware by my own personal
23 experience and my review of COMLOG entries and my interviews with other staff members that the
24 claim is patently false. All suicide attempts were reported to authorities and properly documented by
25 BENCHMARK.

26 **CRAWFORD'S CLAIMS REGARDING THE "FRIENDSHIP WORKSHOP" ARE FALSE AND
27 MISLEADING**

28 16. At the time CRAWFORD was a BENCHMARK student, I was a staff counselor. I was also

1 a counselor at the time he participated in the FRIENDSHIP WORKSHOP. I personally participated in
2 the FRIENDSHIP WORKSHOP with him.

3 17. Given the false and misleading way in which CRAWFORD has described the FRIENDSHIP
4 WORKSHOP in his declaration, the court should note that after participating in one such workshop,
5 CRAWFORD specifically requested to participate in a second such workshop. I was also personally
6 present for the second FRIENDSHIP WORKSHOP and personally witnessed CRAWFORD'S
7 participation and the proceedings of the second FRIENDSHIP WORKSHOP. CRAWFORD'S
8 participation in the second FRIENDSHIP WORKSHOP was utterly voluntary and he participated only
9 because he specifically requested that he be permitted to do so.

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

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

16 20. The workshop usually concludes between 9 am and noon the following day. In total, the
17 workshop lasts approximately twelve to fifteen hours. The participants have free time for the remainder
18 of the day.

19 21. Both FRIENDSHIP WORKSHOPS followed the same schedule. The second FRIENDSHIP
20 WORKSHOP that CRAWFORD attended lasted somewhat longer solely because there were more
21 students participating.

22 22. CRAWFORD'S statement that the FRIENDSHIP WORKSHOP lasted for 24 - 36 hours is
23 false. CRAWFORD'S statement that he was deprived of food and sleep for "almost the entirety of this
24 period." is false. As set forth above, I am personally aware that BENCHMARK provided food, rest, and
25 use of the bathroom facilities during both the FRIENDSHIP WORKSHOPS attended by CRAWFORD,
26 as it does for all such workshops, and that there was no abuse of any kind whatsoever. In fact, as
27 evidenced by Crawford's desire to have a second workshop with some of his friends voluntarily, he
28 appeared to enjoy the process and never made any complaints, either before, during or after any of the

1 workshops.

2 **CRAWFORD'S CLAIMS REGARDING BEING BANISHED TO MOTELS IS FALSE AND**
3 **MISLEADING**

4 23. On occasion, a student is so disruptive and non compliant that BENCHMARK cannot keep him
5 at the RESIDENTIAL PROPERTY with other BENCHMARK students. This was the case with
6 CRAWFORD.

7 24. In such an instance, rather than immediately suspending the student from the BENCHMARK
8 program, BENCHMARK may first attempt to work with the student by temporarily transferring his
9 residence to a local motel. Prior to doing so, BENCHMARK notifies the parents of the situation and
10 obtains the parent's consent to the transfer. In all these circumstances, it is important to note that
11 BENCHMARK advises the students and parents at several junctures that unless the student complies
12 with BENCHMARK rules, the student ultimately cannot remain in the BENCHMARK program.

13 25. BENCHMARK students typically live in an 18 unit apartment building which Benchmark
14 leases. They live at most two students to a bedroom, and they are expected to clean their apartments,
15 purchase their food, learn to cook it, and learn some independent living skills.

16 26. BENCHMARK checks the conditions of the apartments on a daily basis. Some students are
17 great at cleaning and others are not or refuse to clean their apartment. Students can lose privileges if
18 they do not keep their apartment clean.

19 27. As discussed above, BENCHMARK also uses motels on a short term basis for students who
20 are so disruptive and non compliant that they cannot stay at the primary BENCHMARK residential
21 facility. BENCHMARK rents on an as needed basis the motels that a particular student lives in.

22 28. As with the apartment locations, BENCHMARK monitors the conditions of the student living
23 conditions. Ultimately, however, BENCHMARK students are adults. If a student is intent on living in
24 "appalling living conditions", BENCHMARK cannot force them to do otherwise.

25 29. In CRAWFORD'S case, at the completion of the period that BENCHMARK had allocated for
26 CRAWFORD to live at the motel, CRAWFORD requested to remain living there rather than return to
27 the BENCHMARK residential facility. BENCHMARK obtained his parents' permission to allow
28 CRAWFORD to remain living at the motel. CRAWFORD was responsible for maintaining his own

1 room, and chose not to do so.

2 30. BENCHMARK provides a proper diet to students who may be residing at the motel.

3 31. CRAWFORD claims that "Students are often kept on this diet for months". Defendant's
4 Exhibit 78 at p. 552. Crawford's website also claims that Benchmark students are forced to maintain a
5 1015 calorie diet "for months" to the point of "malnutrition." Id. The claims are patently false.

6 32. No BENCHMARK student has ever been put on any limited diet for months at a time as
7 claimed by CRAWFORD. No BENCHMARK student has ever been diagnosed with, or suffered from,

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12 any type of "malnutrition" as a result of any action taken or imposed by BENCHMARK.

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14 **CRAWFORD'S CLAIM REGARDING BEING THROWN OUT INTO THE STREET IS FALSE**
15 **AND MISLEADING**

16 33. If a BENCHMARK student continues to be disruptive and non compliant even after
17 BENCHMARK has counseled the student, discussed the matter with parents and in some instances
18 placed the student temporarily in alternative living arrangements such as a motel, BENCHMARK will
19 suspend the student. By the time such a suspension occurs, both the student and the parents have been
20 well informed that BENCHMARK can no longer provide any assistance to the student unless and until
21 the student modifies his behavior.

22 34. In such an instance, the impact on the student is similar to being suspended from any adult
23 school. BENCHMARK no longer has any obligation to provide any living assistance or other assistance
24 to the student. Thus, the suggestion by CRAWFORD that the student has no means of support as a
25 result of any action by BENCHMARK is false.

26 35. At this point, the student, who is an adult, has demonstrated his refusal to comply with the
27 BENCHMARK program and has consequently been suspended from the program. The parents have
28 been provided ample notice and may at any point provide any assistance they deem appropriate to their

1 adult child.

2 36. After BENCHMARK has suspended a student, they are eligible to reapply after the suspension
3 has expired.

4 **CRAWFORD'S ALLEGATIONS REGARDING DIRT LISTS IS FALSE AND MISLEADING**

5 37. A "Dirt List" is simply a term used to describe a task assigned to a student that requires them
6 to identify their abuses of the rules and express their plan to comply, relying upon the student's wish
7 to be honest. The goal is to have our young people value the act of accepting responsibility for their
8 actions.

9 **CRAWFORD'S ALLEGATIONS REGARDING A PROHIBITION ON COMMUNICATION
10 WITH FAMILY IS FALSE AND MISLEADING**

11 38. CRAWFORD misleadingly states that students and parents are not allowed phone calls during
12 their first 30 days. Prior to enrollment, parents and students are notified that this is BENCHMARK'S
13 policy, and indicate their acceptance of that policy by proceeding with enrollment. During the first
14 thirty (30) days, students may write and receive mail from their immediate family.

15 39. After the first thirty (30) days at BENCHMARK, students, are set up with weekly phone calls
16 to their families. Initially, student phone calls are monitored by means of a staff member remaining
17 within earshot of the conversation. The rationale is straightforward, in that if BENCHMARK did not
18 do so, many new students would make phone calls to third parties with whom they are not supposed to
19 be speaking.

20 40. Once a student has progressed beyond the initial phase of their participation in the program,
21 they are accorded privileges and can make unmonitored phone calls off property.

22 **CRAWFORD'S ALLEGATIONS REGARDING "BANS" IS FALSE AND MISLEADING**

23 41. "Bans" or "Noncom" simply means that BENCHMARK staff has determined that certain
24 students support each others negativity and immaturity and requires them to refrain from communicating
25 with each other.

26 42. As with all the claims made by CRAWFORD, with respect to "Bans", it is important to keep
27 in mind that the young men and women who attend BENCHMARK are adults, i.e., ages 18 and above.
28 Although BENCHMARK imposes rules and regulations regarding student conduct, it is not a locked

