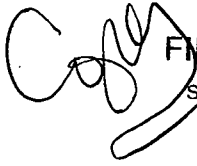


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 FILED-Central District
SUPERIOR COURT
SAN BERNARDINO COUNTY
JUL 15 2008

By Stephanie Chandler
Deputy

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

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

19 Complaint Filed: March 26, 2008
20 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").

3
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 22. Again, CRAWFORD'S claims are flatly false. Neither I nor anyone acting on my
2 behalf engaged in any of the activities asserted by CRAWFORD. All suicide attempts by
3 BENCHMARK students are recorded and disclosed to the authorities by BENCHMARK. There has
4 never been a suicide attempt that was not reported to the authorities.

5
6 23. My statements regarding the absence of suicide attempts during the periods in question
7 is based on my own personal knowledge, a review of all BENCHMARK files regarding any such
8 attempts, and interviews by the Dean of BENCHMARK, Joelle Walters, with eight (8) members of the
9 current BENCHMARK staff who were also on staff at the time of CRAWFORD'S attendance at
10 BENCHMARK.

11
12 24. The BENCHMARK protocols and procedures require that, as the owner and Director of
13 BENCHMARK, I am immediately made aware of any suicide attempt by a BENCHMARK
14 STUDENT. There were no suicide attempts during the time alleged by CRAWFORD.

15
16 25. In addition, I instituted the COMLOG procedure in place at BENCHMARK. I am
17 familiar with the procedures and protocols instituted and followed by BENCHMARK relating to
18 events involving BENCHMARK staff or students. Specifically, any significant event involving a
19 BENCHMARK student is documented in a communication log ("COMLOG") entry. A COMLOG
20 entry includes information such as the name of the student, the event at issue, the time, date and
21 location of the event, the name of the reporting party and is prepared at or near the time of the event by
22 the BENCHMARK staff or administration employee who witnessed the event. COMLOG entries are
23 used to document events from the mundane (e.g., no significant event occurred today with this student)
24 to the most grave, such as the need to contact the police regarding a student. Any suicide attempt
25 would be reflected in the COMLOGS.

26
27

28

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

1 by a private party or a governmental entity alleging fraud or otherwise. BENCHMARK has never
2 been the subject of any administrative action, regulatory claim, or any other type of disciplinary action
3 by any governmental entity. Even CRAWFORD himself has never made any allegation against
4 BENCHMARK for "Fraud" or otherwise in any forum that would permit BENCHMARK to factually
5 and legally refute such a claim.

6
7 **CRAWFORD'S' FACTUAL STATEMENT ON THE DEFAMATORY WEBSITE THAT**
8 **BENCHMARK "LIED TO THE STATE OF CALIFORNIA IN ORDER TO APPEAR**
9 **ACCREDITED" IS DEMONSTRABLY FALSE.**

10 31. On the CRAWFORD DEFAMATORY WEBSITE, CRAWFORD states that:
11 "Benchmark lied to the State of California in order to appear accredited."
12 <http://homepage.mac.com/psyborgue/students.html>.

13
14 32. CRAWFORD'S statement that: "Benchmark lied to the state of California in order to
15 appear accredited" is demonstrably and unequivocally false. BENCHMARK is not accredited and has
16 never lied to the State of California in order to make it appear accredited.

17
18 33. In fact, BENCHMARK is a Private School. BENCHMARK renews its status as a
19 Private School with the State of California, via a Private School Affidavit. That affidavit is current
20 with California.

21
22 **CRAWFORD'S' FACTUAL STATEMENT ON THE CRAWFORD DEFAMATORY**
23 **WEBSITE THAT A BENCHMARK STUDENT 'WAS SO DISTROUGHT (SIC) AND**
24 **MISERABLE THAT HE DECIDED TO SLIT HIS WRISTS JUST SO HE COULD GET A**
25 **VACATION" IS FLATLY FALSE.**

26 34. On the CRAWFORD DEFAMATORY WEBSITE, CRAWFORD states that: "In one
27 case, a student, who was sent to Benchmark for ADHD, was so distrought (sic) and miserable that he

1 decided to slit his wrists just so he could get a vacation."

2 <http://homepage.mac.com/psyborgue/abuse.html>.

3
4 35. As with CRAWFORD'S other factual statements, this claim is flatly false. The event
5 recounted by CRAWFORD is simply a fabrication. The incident claimed by CRAWFORD never
6 occurred. No student at Benchmark has ever attempted to commit suicide by "slitting" his wrist. If
7 this had ever happened, Benchmark would have a record of the incident and there is no such record.

8
9 **CRAWFORD'S' FACTUAL STATEMENT ON THE CRAWFORD DEFAMATORY**
10 **WEBSITE THAT BENCHMARK PRACTICES PSYCHOLOGY WITHOUT A LICENSE**
11 **IS FLATLY FALSE.**

12 36. On the CRAWFORD DEFAMATORY WEBSITE, CRAWFORD states that: "This is
13 what happens when psychology is practiced without license in an experimental manner."

14 <http://homepage.mac.com/psyborgue/abuse.html>

15
16 37. CRAWFORD'S claim that BENCHMARK engages in the practice of psychology
17 without a license is flatly and demonstrably false. In fact, BENCHMARK facilitates the services of a
18 psychiatrist (Dr. Stephen James Maurer, see Declaration), a psychologist (Dr. William Nelson, see
19 Declaration), and a Marriage and Family Therapist (Linda Lucas, MFT, see Declaration) to provide
20 psychiatric and psychological treatment and counseling to BENCHMARK students. Other than
21 providing some administrative assistance to Dr. Maurer in billing students, there is no financial
22 relationship between BENCHMARK and these individuals. BENCHMARK neither receives any
23 money from nor pays these individuals any amounts related to the services they provide
24 BENCHMARK students.

25
26 38. Since its inception, BENCHMARK has engaged the services of a medical doctor and
27 psychiatrist. Since 1997, BENCHMARK has used the services of Dr. Stephen James Maurer to
28 evaluate each and every incoming BENCHMARK student. Depending on the results of Dr. Maurer's

1 evaluation, BENCHMARK takes measures to ensure ongoing treatment, which may include
2 medication management by Dr. Maurer and, if indicated based on his evaluation, individual
3 psychotherapy by qualified therapists.

4
5 39. If follow-up is needed, Dr. Maurer will see the student in follow-up sessions anywhere
6 from once per week to once every two or three months. For students who do not require treatment, or
7 who decline treatment for less severe illnesses such as Adult Attention Deficit Hyperactivity Disorder,
8 Dr. Maurer will see the student again if requested by BENCHMARK, the student's counselor, or the
9 student himself.

10
11 40. Dr. Maurer also provides brief psychotherapy as needed in addition to medication
12 management. From time to time he may also make a referral for individual psychotherapy. In such
13 instance, he and I review and discuss the referral. On the rare occasions that we have disagreed on a
14 course of treatment, BENCHMARK has always deferred to his judgment when he strongly advocates
15 for a recommendation.

16
17 41. Dr. William Nelson is a licensed psychologist who has been working with
18 BENCHMARK students for approximately 12 years. In his capacity as an independently licensed
19 mental health professional, Dr. Nelson offers confidential and professional counseling services to
20 BENCHMARK students as an adjunct to the BENCHMARK residential program. He receives
21 information weekly about the students he sees. He also works closely with the BENCHMARK staff
22 regarding referrals, insurance information, scheduling, medication issues and the on-going issues of
23 his clients.

24
25 42. Dr. Nelson also communicates directly with the parents of his BENCHMARK clients
26 when that need arises and has in the past met with a number of these families. He performs
27 psychological and educational testing when that is appropriate and necessary. He also consults with
28 the student's treating psychiatrist (e.g., Dr. Maurer) to offer interdisciplinary cooperation as needed.

1 43. Linda Lucas is a Marriage and Family Therapist who also provides counseling services
2 to BENCHMARK students. She has been providing psychological services to BENCHMARK
3 students since June of 2003. The services she provides to BENCHMARK students include Individual
4 Psychotherapy (weekly), Family Therapy (as requested), Couples Therapy (as requested), and Clinical
5 Consultation (as requested).

6
7 44. Students are referred for therapy with Ms. Lucas following a request for therapy
8 initiated by a variety of sources, including either the student, the student's parent(s), BENCHMARK
9 staff, BENCHMARK administration, Dr. Maurer or Dr. Nelson. When a request is initiated,
10 BENCHMARK makes every possible effort to arrange psychological services for the student after a
11 determination is reached as to the most suitable treatment milieu for that student. It is not uncommon
12 for a student to be receiving psychological services from more than just one of the resources
13 mentioned.

14
15 45. In addition to the above, all BENCHMARK staff who have significant contact with
16 BENCHMARK students are "Certified Life Coaches" ("CLC"). Certification consists of a forty (40)
17 hour schooling course with an International Coach Federation. The International Coach Federation
18 (ICF) is a nonprofit, individual membership organization formed by professionals worldwide who
19 practice business and personal coaching. All BENCHMARK resident counselors and primary coaches
20 are CLC certified.

21
22 **BENCHMARK HAS SUFFERED A DECREASE IN ENROLLMENT SINCE CRAWFORD**
23 **INITIATED THE CRAWFORD DEFAMATORY WEBSITE**

24 46. CRAWFORD initiated the CRAWFORD DEFAMATORY WEBSITE in 2006.
25 BENCHMARK enrolled 51 new students during that year. BENCHMARK new enrollment dropped to
26 34 in 2007. BENCHMARK new enrollment in 2008 has been only 13, and total enrollment is now 48.

1 47. As I describe below from my own personal experience and as described in the
2 Declarations of Educational Consultants Nancy Cadwallader and Susan Trueblood, each of us has
3 been personally notified in the last eighteen (18) months by parents of potential students that these
4 parents have seen the CRAWFORD DEFAMATORY WEBSITE. Those parents have specifically
5 notified each of us that based on the factual claims made there by CRAWFORD, they will no longer
6 consider BENCHMARK as a school for their child. There are no doubt others that have been affected
7 in a similar manner. Based on my experiences and expertise in this industry, I am confident that
8 CRAWFORD's defamatory statements on his website and to educational consultants have directly
9 caused BENCHMARK's drop in enrolment.

10
11 48. Each student enrolled at BENCHMARK pays tuition of approximately \$60,000 per
12 year. Therefore, each student who has not enrolled or who has left BENCHMARK as a result of
13 CRAWFORD'S actions has resulted in a loss of revenue to BENCHMARK of that amount.
14 BENCHMARK's losses as a result of the libelous conduct by CRAWFORD clearly exceeds
15 \$1,000,000.

16
17 **THE DEFAMATORY STATEMENTS MADE BY CRAWFORD ON THE CRAWFORD**
18 **DEFAMATORY WEBSITE HAS CAUSED PARENTS TO REJECT BENCHMARK AS A**
19 **PLACEMENT FOR THEIR CHILD**

20 49. In my capacity with BENCHMARK, I often speak directly to parents of prospective
21 students regarding the BENCHMARK program. In the previous eighteen (18) months, both I and
22 Educational Consultants have personally spoken to parents who have rejected BENCHMARK because
23 they have seen the CRAWFORD DEFAMATORY WEBSITE and the defamatory statements on it.

24
25 50. On October 1, 2007, I personally spoke to a parent regarding possibly enrolling her
26 daughter into BENCHMARK. The next day the parent notified me that she would not be enrolling her
27 daughter there. The parent specifically referred to the claims made about BENCHMARK in the
28 CRAWFORD DEFAMATORY WEBSITE as the basis for her decision.

1 course, help them work on their issues of honesty and doing whatever they are ordered by the court to
2 do, (community service, fines, etc). BENCHMARK typically has a small cohort of students who have
3 to report to the court or probation office. For instance, at the present time, there are approximately
4 three students who are required to report, and one additional student who has completed his court
5 assignments.

7 **CRAWFORD'S OBVIOUS INTENTION IS TO DESTROY BENCHMARK**

8 55. CRAWFORD'S obvious and stated intention is to destroy BENCHMARK. He himself
9 has made that intention clear in several ways:

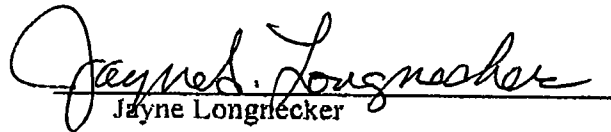
10 First, he has specifically stated that intention on his website and solicited the help of others:
11 "Included are also things you can do to help shut Benchmark down."
12 (<http://homepage.mac.com/psyborgue/students.html>); "I, for one, will not stop until Benchmark is shut
13 down." (<http://homepage.mac.com/psyborgue/students.html>).

14 Second, Crawford has personally contacted and defamed both me personally and
15 BENCHMARK to the educational consultants with whom BENCHMARK has a relationship and upon
16 whom BENCHMARK significantly relies in obtaining new students.

17 Third, CRAWFORD'S actions during his self described "Benchmark Raid" were clearly
18 intended to cause, and did cause as much disruption as possible to the daily functioning of the
19 BENCHMARK program.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct.

22 Dated: July 14, 2008


Jayne Longnecker