2/2/11

07/29/2011-Charge #2 Disposition: plead Nolo Contendere Guilty 07/29/2011-Charge #2 Sentence: to serve 12 months in county jail, probation ordered with special conditions, suspended

07/29/2011-Charge #3 Disposition: plead Nolo Contendere Guilty

07/29/2011-Charge #3 Sentence: to serve 6 months in county jail, probation ordered with special conditions, suspended

07/29/2011-OJA case termination filed on 07/29/11.

08/01/2011-Custody Slip filed. RWC

08/03/2011-Journal Entry of Misdemeanor Conviction and Sentencing (DV) filed RWC COPIES SENT TO JAIL AND CECILIA MARIANI

09/26/2011-Order of Probation filed and approved. SRE

## <u>ي</u> 2/11\_

### New Search Home

Case Number: 11CR 00297

Plaintiff: STATE OF KANSAS,,, Attorney: MANLY, WILL,,

Defendant: Attorney: MARIANI, CECILIA, T,

Division: CR

Next Activity: None

02/16/2011-Complaint filed on 02/16/11 approved by EZW.

02/16/2011-CONDITION ON BOND: NO CONTACT WITH VICTIM.

02/16/2011-Affidavit closed for examination.

02/16/2011-Arrest Report # 00031-11; TPD.

02/16/2011-Warrant requested Bond: \$2,500.00 PS, as to

02/16/2011-Entry of Appearance filed. LOGAN L MCRAE

**02/16/2011-BOND MAY ALSO BE CASH** 

02/16/2011-Warrant issued as to the Sheriff of Shawnee County, KS.

02/28/2011-Bond posted: \$2,500.00/PS. Surety: TWENTYFOURSEVEN BAIL BONDS. Date to appear: 04/13/11 - EZW.

02/28/2011-SET - Docket on 04/13/11 at 09:00AM. in division CR. DTA ON BOND

02/28/2011-Notice of hearing for 04/13/11 Criminal Docket issued to, LOGAN L MCRAE,

02/28/2011-Warrant returned, personal service - as to 22/27/11

04/13/2011-DOCKET: DIG 11 RECORDER- STATE APPEARS BY ASST DA CLAY
HOUSER. DEFENDANT PRESENT, CECILIA MARIANI APPT AND
APPEARS. DEFENDANT WAVIES FORMAL ARRAIGNMENT AND
STANDS SILENT, THE COURT ENTERS A PLEA OF NOT GUILTY. CASE
SET FOR MPT 060111 AT 10:30AM. RWC

04/13/2011-Court appoints: CECILIA T MARIANI (CAA). RWC

04/13/2011-Affidavit and Complaint sent to CECILIA MARIANI this date.

04/13/2011-SET - Misdemeanor Pre-Trial on 06/01/11 at 10:30AM, in division CR.

04/13/2011-Notice of hearing for 06/01/11 Misdemeanor Pre-Trial issued to , LOGAN L MCRAE , CECILIA T MARIANI .

04/13/2011-OJA case filing entered. Case source: O.

04/13/2011-COURTS CONTINUANCE FORM FILED. COPY GIVEN TO DEFENDANT IN COURT.

- 04/13/2011= Binartin O Filed. O Modern DISCOVERY FILED.
- 06/01/2011-Misc. State by defendant appears in person and by counsel WILLIAM PETERSON. Reporter NONE. MPT-(WILLIAM PETERSON APPEARS FOR CECILIA MARIANI) Misdenwanor Pre-Trial set on June 29, 2011 AT 10:30A.M. in division CR. JMM.
- 06/01/2011-SET Misdemeanor Pre-Trial on 06/29/11 at 10:30AM, in division CR.
- 06/01/2011-Notice of hearing for 06/29/11 Misdemeanor Pre-Trial issued to , LOGAN L MCRAE , CECILIA T MARIANI .
- 06/01/2011-COURTS CONTINUANCE FORM FILED. COPY GIVEN TO DEFENDANT IN COURT.
- 06/29/2011-Misc. State by EDWARD COLLAZO. Reporter NONE. Docket set on July 6, 2011 AT 09:00A.M. in division CR. JM.
- 06/30/2011-Notice of Entry of Appearance and Substitution of Counsel filed. MANLY, WILL, replacing MCRΛE, LOGAN, L, as attorney of record.
- 06/30/2011-SET Docket on 07/06/11 at 09:00AM. in division CR.
- 06/30/2011-Notice of hearing for 07/06/11 Criminal Docket issued to , WILL MANLY , CECILIA T MARIANI .
- 07/06/2011-DOCKET; STATE APPEARS BY ASST DA ANN ELLOIT. DEFENDANT PRESENT AND WITH ATTORNEY. CASE CONT TO DOCKET 071311 AT 09:00AM. DBD
- 07/06/2011-SET Docket on 07/13/11 at 09:00AM, in division CR.
- 07/06/2011-Notice of hearing for 07/13/11 Criminal Docket issued to , WILL MANLY , CECILIA T MARIANI .
- 07/06/2011-Financial Affidavit filed and approved. DBD
- 07/13/2011-DOCKET: STATE APPEARS BY ASST DA WILL MANLY. DEFENDANT PRESENT AND WITH ATTORNEY. CASE SET FOR MPT 072711 AT 10:30AM. FRT
- 07/15/2011-SET Misdemeanor Pre-Trial on 07/27/11 at 10:30AM, in division CR.
- 07/15/2011-Notice of hearing for 07/27/11 Misdemeanor Pre-Trial issued to , WILL MANLY , CECILIA T MARIANI .
- 07/27/2011-Misc. State by WILL MANLY, defendant appears in person and by counsel CECILIA T MARIANI. Reporter NONE. MPT-(DEFENDANT APPEARS IN CUSTODY) Plea set on July 29, 2011 AT 09:00A.M. in division CR. JMM.
- 07/27/2011-SET Plea on 07/29/11 at 09:00AM. in division CR.
- 07/27/2011-Notice of hearing for 07/29/11 Plea issued to , WILL MANLY , CECILIA T MARIANI .
- 07/27/2011-COURTS CONTINUANCE FORM FILED. COPY GIVEN TO DEFENDANT IN COURT.
- 07/29/2011-PLEA. State by WILL MANLY, defendant appears in person and by counsel CECILIA T MARIANI. Reporter Digital Div 1. The Court sustains amendments and dismissals and enters defendant's plea(s) as follows: Ct(s) 1, 2, 3 nolo contendere. Reading of complaint is waived. After Court's advice of rights and inquiry, the Court finds defendant's plea is knowingly, voluntarily and intelligently made. The Court

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accepts plea and defendant is adjudged guilty. P.S.I. is waived. Allocution offered to the defendant. Sentenced to custody of Shawnee Co. Jail as follows: Ct 1 a term of 12 months; and Ct 2 a term of 12 months concurrent; and Ct 3 a term of 12 months concurrent. The foregoing sentence(s) shall run concurrent to the defendant's sentence imposed in Case #(s) 11CR1237, 11CR1236, 11CR309.. Defendant shall receive credit for time served as provided by law. The court suspends execution of sentence of imprisonment places defendant on 24 months supervised probation. Supervision by Court Services with the following conditions: a) You shall pay: Court Costs \$138.00, Surcharge \$22.00, Probation \$60.00, Attorney Fee \$250.00. b) All supervised probation is subject to the District Courts Standard Conditions of Probation set forth in DCR 3.308 which the Court directs be incorporated into your order of probation, a copy will be provided to you by Court Services. c) Other Special Conditions: 1. No violent contact with No contact with advised of right to appeal conviction and sentence forma pauperis. Completion of 60 day residential treatment in Forever Recovery. Upon arrival Defendant to sign release of info to Court Services. Facility to provide weekly updates. Defendant to immediately return to Topeka and report to Court Services upon release from

07/29/2011-Effatgent Datainshippintain employmentupo or lease from treatment. RWC.

07/29/2011-Charge #1 Sentence: to serve 12 months in county jail, probation ordered with special conditions, suspended

07/29/2011-Charge #2 Disposition: plead Nolo Contendere Guilty

07/29/2011-Charge #2 Sentence: to serve 12 months in county jail, probation ordered with special conditions, suspended

07/29/2011-Charge #3 Disposition: plead Nolo Contendere Guilty

07/29/2011-Charge #3 Sentence: to serve 12 months in county jail, probation ordered with special conditions, suspended

07/29/2011-OJA case termination filed on 07/29/11.

08/01/2011-Custody Slip filed. RWC

08/03/2011-Journal Entry of Misdemeanor Conviction and Sentencing (DV) filed RWC CERTIFIED COPIES DISTRIBUTED

09/26/2011-Order of Probation filed and approved. SRE

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#### New Search Home

Case Number: 11CR 00309

Plaintiff: STATE OF KANSAS,,, Attorney: MANLY, WILL,,

Defendant: Attorney: MARIANI, CECILIA, T,

**Division:** CR

Next Activity: None

02/17/2011-Complaint filed on 02/17/11 approved by MSB.

02/17/2011-CONDITION ON BOND: NO CONTACT WITH VICTIM.

02/17/2011-Affidavit closed for examination.

02/17/2011-Arrest Report # 02696-11; TPD.

02/17/2011-Entry of Appearance filed. LOGAN L MCRAE

02/18/2011-Warrant requested Bond: \$2,500.00 PS, as to LEVI WILLIAM STEIN

02/18/2011-BOND MAY ALSO BE CASH

02/18/2011-Warrant issued as to the Sheriff of Shawnee County, KS.

02/28/2011-Bond posted: \$2,500.00/PS. Surety: TWENTYFOURSEVEN BAIL BONDS. Date to appear: 04/13/11 - MSB.

02/28/2011-SET - Docket on 04/13/11 at 09:00AM. in division CR. DTA ON BOND

02/28/2011-Notice of hearing for 04/13/11 Criminal Docket issued to , LOGAN L MCRAE,

02/28/2011-Warrant returned, personal service - as to

02/27/11.

04/13/2011-DOCKET: DIG 11 RECORDER- STATE APPEARS BY ASST DA CLAY HOUSER. DEFENDANT PRESENT, CECILIA MARIANI APPT AND APPEARS. DEFENDANT WAIVES FORMAL ARRAIGNMENT AND STANDS SILENT, THE COURT ENTERS A PLEA OF NOT GUILTY. CASE SET FOR MPT 060111 AT 10:30AM. RWC

04/13/2011-Court appoints: CECILIA T MARIANI (CAA). RWC

04/13/2011-Affidavit and Complaint sent to CECILIA MARIANI this date.

04/13/2011-SET - Misdemeanor Pre-Trial on 06/01/11 at 10:30AM. in division CR.

04/13/2011-Notice of hearing for 06/01/11 Misdemeanor Pre-Trial issued to , LOGAN L MCRAE , CECILIA T MARIANI .

04/13/2011-OJA case filing entered. Case source: O.

04/13/2011-COURTS CONTINUANCE FORM FILED. COPY GIVEN TO DEFENDANT IN COURT.

04/13/2011-Financial Affidavit filed and approved. RWC

04/26/2011-STATE OF KANSAS' RESPONSE TO DEFENDANT'S REQUEST FOR DISCOVERY FILED.

06/01/2011-Misc. State by

defendant appears in person and by counsel

- WILLIAM PETERSON. Reporter NONE. MPT-(WILLAM PETERSON APPEARS FOR CECILIA MARIANI) Misdemeanor Pre-Trial set on June 29,
- 06/01/2011-SEM-AMISOCADA PROJECTION OF BOMM at 10:30AM, in division CR.
- 06/01/2011-Notice of hearing for 06/29/11 Misdemeanor Pre-Trial issued to , LOGAN L MCRAE , CECILIA T MARIANI .
- 06/01/2011-COURTS CONTINUANCE FORM FILED. COPY GIVEN TO DEFENDANT IN COURT.
- 06/29/2011-Misc. State by defendant appears in person and by counsel EDWARD COLLAZO. Reporter NONE. Docket set on July 6, 2011 AT 09:00A.M. in division CR. JM.
- 06/30/2011-Notice of Entry of Appearance and Substitution of Counsel filed. MANLY, WILL, replacing MCRAE, LOGAN, L, as attorney of record.
- 06/30/2011-SET Docket on 07/06/11 at 09:00AM. in division CR.
- 06/30/2011-Notice of hearing for 07/06/11 Criminal Docket issued to, WILL MANLY, CECILIA T MARIANI.
- 07/06/2011-DOCKET: STATE APPEARS BY ASST DA ANN ELLIOT. DEFENDANT PRESENT AND WITH ATTORNEY. CASE CONT TO DOCKET 071311 AT 09:00AM. DBD
- 07/06/2011-SET Docket on 07/13/11 at 09:00AM. in division CR.
- 07/06/2011-Notice of hearing for 07/13/11 Criminal Docket issued to , WILL MANLY , CECILIA T MARIANI .
- 07/06/2011-Financial Affidavit filed and approved. DBD
- 07/15/2011-DOCKET: STATE APPEARS BY ASST DA WILL MANLY. DEFENDANT PRESENT AND WITH ATTORNEY. CASE SET FOR MPT 072711 AT 10:30AM. FRT
- 07/15/2011-SET Misdemeanor Pre-Trial on 07/27/11 at 10:30AM. in division CR.
- 07/15/2011-Notice of hearing for 07/27/11 Misdemeanor Pre-Trial issued to , WILL MANLY , CECILIA T MARIANI .
- 07/27/2011-Misc. State by WILL MANLY, defendant appears in person and by counsel CECILIA T MARIANI. Reporter NONE. MPT-(DEFT. APPEARS IN CUSTODY) Plea set on July 29, 2011 AT 09:00A.M. in division CR. JMM.
- 07/27/2011-SET Plea on 07/29/11 at 09:00AM. in division CR.
- 07/27/2011-Notice of hearing for 07/29/11 Plea issued to , WILL MANLY , CECILIA T MARIANI .
- 07/27/2011-COURTS CONTINUANCE FORM FILED. COPY GIVEN TO DEFENDANT IN COURT.
- 07/29/2011-PLEA. State by WILL MANLY, defendant appears in person and by counsel CECILIA T MARIANI. Reporter Digital Div 1. The Court sustains amendments and dismissals and enters defendant's plea(s) as follows: Ct(s) 1 nolo contendere. Reading of complaint is waived. After Court's advice of rights and inquiry, the Court finds defendant's plea is knowingly, voluntarily and intelligently made. The Court accepts plea and defendant is adjudged guilty. P.S.I. is waived. Allocution offered to the defendant. Sentenced to custody of Shawnee Co. Jail as follows: Ct 1 a term of 12 months. The foregoing sentence(s) shall run concurrent to the defendant's sentence imposed in Case #(s) 11CR1236, 11CR1237, 11CR297.. Defendant shall receive

credit for time served as provided by law. The court suspends execution of sentence of imprisonment places defendant on 24 months supervised probation. Supervision by Court Services with the following conditions: a) You shall pay: Court Costs \$138.00, Surcharge \$22.00, Probation \$60.00, Attorney Fee \$250.00. b) All supervised probation is subject to the District Courts Standard Conditions of Probation set forth in DCR 3.308 which the Court directs be incorporated into your order of probation, a copy will be provided to you by Court Services. c) Other Special Conditions: 1. No violent contact with 2. No contact with Defendant advised of right to appeal conviction and sentence forma pauperis. Completion of 60 day residential treatment in Forever Recovery. Upon arrival Defendant is to sign release of info to Court Services. Facility to provide weekly updates. Defendant to immediately return to Topcka and report to Court Services upon release from treatment. Obtain and maintain employment upon release from treatment. RWC.

07/29/2011-Charge #1 Disposition: plead Nolo Contendere Guilty

07/29/2011-Charge #1 Sentence: to serve 12 months in county jail, probation ordered with special conditions, suspended

07/29/2011-OJA case termination filed on 07/29/11.

08/01/2011-Custody Slip filed. RWC

08/05/2011-Journal Entry of Misdemeanor Conviction and Sentencing (DV) filed RWC COPIES SENT TO JAIL AND C. MARIANI

09/26/2011-Order of Probation filed and approved. SRE



#### New Search Home

Case Number: 11CR 01236

Plaintiff: STATE OF KANSAS,,, Attorney: BRASSEL, MICHELENE, L,

Defendant: Attorney: ROTH, JENNIFER, C,

Division: 05

Next Activity: None

06/29/2011-Bond set at \$5,000.00/PS. - JM BOND MAY ALSO BE CASH (14300-11)

06/20/2011 - Arrest Report Minute Sheet filed - IM COLIDT APPOINTS DI IRLIC DEEDN

06/29/2011-Arrest Report Minute Sheet filed. -JM COURT APPOINTS PUBLIC DEFENDER.
-JM KANSAS STANDARD ARREST REPORT FILED. (14300-11)

06/29/2011-Bond set at \$5,000.00/PS. - JM BOND MAY ALSO BE CASH. (14197-11)
KANSAS STANDARD ARREST REPORT FILED. (14197-11)

06/29/2011-Arrest Report Minute Sheet filed. - JM

07/01/2011-Complaint filed on 07/01/11 approved by RWC.

07/01/2011-Affidavit closed for examination.

07/01/2011-Arrest Report # 14197-11; TPD.

07/01/2011-Arrest Report # 14300-11: TPD.

07/01/2011-Warrant requested Bond: \$5,000.00 PS, as to

07/01/2011-BOND MAY ALSO BE CASH

07/01/2011-Warrant issued as to the Sheriff of Shawnee County, KS.

07/01/2011-SET - Criminal Assignment Docket on 07/07/11 at 01:30PM. in division 05.

07/01/2011-Notice of hearing for 07/07/11 Criminal Assignment Docket issued to , DAKOTA T LOOMIS , PUBLIC DEFENDER .

07/06/2011-Entry of Appearance filed. MICHELENE L BRASSEL

07/06/2011-Warrant returned, personal service - as to

07/05/11.

07/07/2011-Order Appointing Counsel filed and approved. CRK

07/07/2011-Misc. State by MICHELENE L BRASSEL, defendant appears in person and by counsel JENNIFER ROTH. Reporter NONE. Preliminary Hearing set on July 18, 2011 AT 10:00A.M. in division 05. EZW.

07/08/2011-SET - Preliminary Hearing on 07/18/11 at 10:00AM. in division 05.

07/08/2011-Notice of hearing for 07/18/11 Preliminary Hearing issued to , MICHELENE L BRASSEL , CINDY SEWELL .

07/11/2011-4 SUBPOENAS ISSUED FOR THIS APPEARANCE TO APPEAR 07/18/11 09:45A.M..

07/11/2011-SUBPOENA RETURNED EMPLOYMENT SERVICE AS TO ANTHONY T 07/11/2011-SASPOENA RETURNED EMPLOYMENT SERVICE AS TO LOUIS A CORTEZ.

07/11/2011-Notice of Entry of Appearance and Substitution of Counsel filed.

ROTH, JENNIFER, C., replacing SEWELL, CINDY, as attorney of record.

07/18/2011-PREL. HRG. State by MICHELENE L BRASSEL, defendant appears in person and by counsel JENNIFER C ROTH. Reporter The defendant is advised of right to hearing. The defendant waives preliminary hearing. The Court accepts defendant's waiver and finds it to be knowingly, voluntarily, and intelligently made. Misd. counts certified for trial. The Deft. waives formal arraignment. The Court on Defendant's behalf enters plea(s) of not guilty on each count. Deft. and all counsel ordered to appear for Pre-Trial Conference in Div.05 on October 4, 2011, AT 11:30A.M. EZW.

07/18/2011-OJA case filing entered. Case source: O.

07/18/2011-SET - Pre-trial on 10/04/11 at 11:30AM. in division 05.

07/18/2011-Notice of hearing for 10/04/11 Pre-trial issued to , MICHELENE L BRASSEL , JENNIFER C ROTH .

07/18/2011-\$2500.00 OR BOND.

07/18/2011-Conviction efiled to DMV

07/18/2011-ABSTRACT OF CONVICTION FILED.

07/18/2011-ABSTRACT OF CONVICTION FILED.

07/19/2011-Bond set at \$2,500.00/OR. - EZW.

07/19/2011-Bond posted: \$2,500.00/OR. Surety: 10/04/11 - EZW.

Date to appear:

07/22/2011-Subpoena returned no service as to DEPUTY KYLE COCHRAN, VACATION OUT OF STATE

07/29/2011-Correction as of 08/22/11 as follows:

07/29/2011-PLEA. State by Will Manly, defendant appears in person and by counsel Cecilia Mariani. Reporter Digital Div 1. The Court sustains amendments and dismissals and enters defendant's plea(s) as follows: Ct(s) 2, 3, 4 dismissed, Ct(s) 1 nolo contendere. Reading of amended complaint is waived. After Court's advice of rights and inquiry, the Court finds defendant's plea is knowingly, voluntarily and intelligently made. The Court accepts plea and defendant is adjudged guilty. P.S.1. is waived. Allocution offered to the defendant. Sentenced to custody of Shawnee Co. Jail as follows: Ct 1 a term of 12 months. The foregoing sentence(s) shall run concurrent to the defendant's sentence imposed in Case #(s) 11CR1237, 11CR309, 11C297. Defendant shall receive credit for time served as provided by law. The court suspends execution of

2/2/11 ...

S	entence of imprisonment places defendant on 24 months supervised probation.
	upervision by Court Services with the following conditions: a) You shall pay: Court
	Costs \$138.00, Surcharge \$22.00, Probation \$60.00, Attorney Fee \$250.00. b) All
	upervised probation is subject to the District Courts Standard Conditions of
	robation set forth in DCR 3.308 which the Court directs be incorporated into your
	rder of probation, a copy will be provided to you by Court Services. c) Other
	special Conditions: 1. No violent contact with
Ĩ	Defendant advised of right to appeal conviction and sentence forma
מ	auperis. Completion of 60 day residential treatment in Forever Recovery. Upon
•	rrival Defendant is to sign release of info to Court Services. Facility to provide
	veekly updates. Defendant to immediately return to Topeka and report to Court
S	Services upon release from treatment. Obtain and maintain employment upon release
	from treatment, RWC. Charge #1 Sentence: to serve 12 months in county jail, probation ordered with special
С	onditions, suspended
07/29/2011-0	DJA case termination filed on 07/29/11.
07/29/2011-*	**************************************
<u> </u>	AMENDED TO MISD OBSTRUCTION. THE DEFENDANT PLED TO THE
	RATHER THAN THE
08/01/2011-N	NOTICE OF INTENT TO SEEK AN ORDER FOR RESTITUTION FILED.
	Custody Slip filed. RWC
08/19/2011-*	*******AMENDED COMPLAINT/INFORMATION FILED
E	ZW******
*	*******************
*	**************************************

08/24/2011-Journal Entry of

and Sentencing (DV) filed DBD COPIES

SENT TO JAIL AND JENNIFER ROTH

09/26/2011-Order of Probation filed and approved. SRE



Re:

To Whom This May Concern

### A Forever Recovery

A Forever Recovery 216 St. Mary's Lake Road Ballde Greek, MJ 49017 Phone: (269) 788-0496

Date: 07/26/2011

This letter is to document that the state of the American Conjunction with his taken the steps to enrolt in the American Recovery Drug and Alcohol Treatment Pregram in Battle Creek, Michigan. A Forever Recovery is a Staticensed (License # 130102) facility. After a complete examination of this longer is a static program, and the steps to enrolt in the A Forever Recovery Program. Should be permitted to attend our program, would be undergoing intensive treatment in duration of an indefinite period (between 80-120 days or longer if necessary), as our program is individually based, and focuses upon the underlying issues of the As a part of the saftercare, we could recommend and help him to find a residential half-house as continued therapy in his immediate area under jurisdiction of the courts.
A Forever Recovery is an inpatient treatment facility in a private, recovery-conductive area located in Battle Cret Michigan. Our facility sits on 14 acres located about 20 minutes north of Downtown Battle Creek and is considered a medium security environment by local Courts and Probation Departments. The clients in the program are definitively restricted in their movements and under continuous supervision, via both personnel and video camera surveillance. Also, like many conventional correctional facilities, mobile phones and personal computers are expressly prohibited, and all incoming items are searched and inspected by our staff. Additionals we have a staff presence around the clock, supplemented by a bonded security officer, who is on the premises during evening and nighttime hours.
The A Forever Recovery Program addresses not only the many aspects of addiction, but criminal behavior as well. Using MRT (Moral Recognition Therapy) which is the current cognitive therapy of choice for many drug co programs, this sets the ethical, moral and personal discipline standards for the clients and their behavior, including punctuality, honesty, respecting others' rights and fulfilling one's responsibilities. There are client counselers on duty to enforce the client rules of conduct and to handle any violations. Our staff also practices regular, as well as randomly selected, testing for drugs, alcohol and other prohibitive substances, as well as periodic room searches for contraband.

step, holistic and cognitive.

I have enclosed a packet of the therapies in which the will be participating, it is our wish that court takes into consideration the assertive changes he wants to make in his life, and permits Mr. I would be appropriately to attend the A Forever consideration the assertive changes he wants to make in his life, and permits Mr.

Our program utilizes a heavy cognitive behavioral therapy model, but also includes standard group and individu counseling, inventory and self-discovery. In addition, we have several tracks to our program which include 12-

Recovery program under the discretion of the court. Weekly updates and drug screens can be made available t any agencies overseeing that this time. If I can be of any further assistance, please do not hesitate to call me

Darwin Dison

Darwin Dixon Intake Counselor A Forever Recover 218 St. Mary's Lake Rd. Battle Creek, MI 49017 Phone: 877-458-3313

# Michigan Office Of Attorney General Consumer Complaint Form

Submitted: 4/16/2013 5:40:08 PM Web Complaint Number: 2013-cp04161740609-A

#### Consumer Information

Your Last Name: Your Street Address:

Your State: MI

Your Home Phone: Fax Number:

Your County: Menominee

First Name:

M.I.:

City: Menominee Zip Code: 48295

Your Work Phone:

E-mail Address:

Ext.:

### Primary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name: A Forever Recovery

Street Address: 216 St. Marys Lake Rd

State: MI

Fax Number: Web Site Address:

County:

Primary Jurisdiction: None

Complainee First Name:

City: Menominee Zip Code: 48295

Phone:

E-mail Address: Product Offered:

### Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name:

Street Address:

State: MI County: Fax Number:

Web Site Address:

Complainee First Name:

City:

Zip Code: Phone:

E-mail Address:

### Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year: Vehicle VIN No.:

### **Complaint Information**

Incident Date\Time: 4/16/2013 1:00:00 AM Incident Location: a forever recovery

Approximate Monetary Value:

Did you sign a contract? False

Where did you sign this contract?

Is a court action pending? False

Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True

What was the response from the business? holding my husband mike against his will If no complaint was given to the business directly, why? complained to joseph and anyone who'd listen

Was this complaint filed with any other agencies? False

# Complaint Detail/Inquiry Information

looking for a place to help my kick a habit he picked up after then I called a forever recovery, Brandon made it sound so goodthen they took hostage. no phone calls and then 10 minute phone calls. in tears when he could call he said they wont let me out. I asked him flat outdid you ask and he said yes but they wont let him leave, they don't answer phone calls, if one leaves a message for joseph his 'counselor' he talks a minute and makes an excuse to leave phone, this is a nightmarethey didn't fill out FMLA and DISABILITY papers for 10 days and I kept getting phone calls from his place of employment, my union worker is a big strong pipefitter he doesn't cry or flippantly call the place a prison. HE NEEDS TO BE FLOWN BACK HOME I told Brandon he needed 15 days to tweek his sobriety. I ended up calling him and telling him he was deceitful. I wouldn't send a loved one there again if their very life was on the line. THANK YOU for your time I hope you can help get mike stivers out ofA FOREVER RECOVERY. I will help to close that place down''" thanks,
[False] Check if this referral is just to give us information and you do not need us to respond to you directly.
[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.
[False] Check if you want to sign up for the Consumer Protection Listserv.
[False] Check if you want to sign up for the AG Press Release Listserv.
[False] Check if you want to sign up for the Attorney General Opinions Listserv.
(*)I certify that the information on this form is true and accurate to the best of my knowledge.
(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting

this complaint.

### Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2010-cp05181936168-A Submitted: 5/18/2010 7:36:44 PM Consumer Information M.l.: First Name: Your Last Name: Your Street Address: City: Tucson Your State: AZ Zip Code: 85741 Your County: Outside Michigan Your Home Phone: Your Work Phone: Ext.: Fax Number: E-mail Address: Primary Company Or Person Your Complaint Is About Company or Person? Company Complainee First Complainee Last Name: Name: Company Name: A Forever Recovery Street Address: St. Marys Lake Road City: Battle Creek State: MI Zip Code: 49012 Phone: County: E-mail Address: Fax Number: Web Site Address: Product Offered: Substance Abuse Center Primary Jurisdiction: None Secondary Company Or Person Your Complaint Is About Company or Person? Company Complainee First Complainee Last Name: Name: Company Name: Street Address: City: State: MI Zip Code: Phone: County: E-mail Address: Fax Number: Web Site Address: Motor Vehicle Warranty Complaint Information Vehicle Make, Model, and Year:

### Complaint Information

Incident Date\Time: 2/23/2009 1:00:00 AM

Incident Location: A Forever Recovery

Approximate Monetary Value: 30,000.00

Did you sign a contract? False

Where did you sign this contract?

Vehicle VIN No.:

Is a court action pending? False

Do you have an attorney representing you on this matter? False Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? False

What was the response from the business?

If no complaint was given to the business directly, why?

Was this complaint filed with any other agencies? False

### Complaint Detail/Inquiry Information

My name is and the allegation below is against A Forever Recovery, located in Battle Creek,
Michigan. I flew to Michigan on October 27, 2008 to check myself into the A Forever Recovery rehab facility. I
have a disease and was getting pain medications prescribed to me which I then became dependent upon. I
no longer wanted to live that life so I went as far away as possible to get the help that I needed. During my 3
month stay in A Forever Recovery's facility I met Keith Matthews who became my one-on-one counselor. When
I graduated the program A Forever Recovery asked me to stay and work. I decided it would be best to stay in
order to maintain my sobriety. I did not want to go back home around the same people I used to associate with. I
initially wanted to work as a security guard for A Forever Recovery due to the fact that it would look good on my
resume because I intend to become a police officer. Unfortunately, Per Wickstrom, the owner of AFR needed a
personal assistant not another security guard. So even though I had no idea what a personal assistant did, I
decided to give it a chance. They found out really quickly that I wasn't lying because instead of training me they
just said "here do it" and when I asked Pamela (Per's sister and co-owner) questions about how to do something I
was yelled at and told to figure it out on my own and when I did it wrong I was yelled at again and basically
. So after they realized on their own that I was not cut out to be anyone's secretary they moved
me to an intake counselor position which, again, I knew nothing about. I was enthused to try anything because I
couldn't leave because I knew my would be in jeopardy if I went back home. So, fresh out of treatment
they had me working from 9am to 9pm everyday with one day starting at 12:00 to 9pm and one day off. Needless
to say I got burned out and frustrated very quickly. During this time I looked to my counselor Keith Matthews to
help me through these hard times. So basically I was talking to Keith as often as Per the C.E.O would let me,
which wasn't too often. Later Keith told me that Paul his supervisor told him if he wanted to continue counseling
myself and other graduate's, who AFR had working 50 hours a week with out being allowed to leave the building
that he would have to do it on his own time. Keith told them that what they were doing was prescribing for
pushing myself and other graduates to relapsing. While working at this new position I met another fellow intake
counselor by the name of Murray Dailey. Mr. Dailey was the person who trained me to be an intake counselor
and who was also one of my bosses. He had me sit in his office every day for a week and a half just listening to
him pitch or try to sell the program to other struggling drug addicts. During the time I started working as an intake
counselor I had to sign a contract saying I could not leave the premises without one other staff member so I
looked to anyone and everyone to take me off-site because I had been there so long and was working so much I
just wanted to get away. One day when I was sitting in Mr. Dailey's office when he was training me I had asked
him if it would be alright if he could take me off-site which I explained to him that was the only way I could
leave, he obliged and later that day after work I went with him off-site. He first stopped at a liquor store to buy
himself a six pack of beer. I went into the store with him and he offered to buy me a can of Sparks, which has 6%
alcohol, as well as his 6 pack of beer we then went to his house. I was a little apprehensive but really did not
want to go back to AFR after being there for months. I just wanted to get away for a little while. After not
for I quickly became from the and that's when Mr. Daily me for the first
time. I felt uncomfortable but knew that he voluntarily took me with him and I didn't want to make a scene. So
after that we around until my 30 days were up. I asked him if this was wrong and he said no because we
were equals because I worked with him so I said okay. This was not true because it states in AFR own policies
and principles (#9) booklet that no counselor or employee of AFR can have any type of contact with a
client for 3 to 5 years or it will result in immediate termination. Right when I got off those 30 days probation
where I could only leave with a staff member he me to his house where we make in staff member he me to his house where we mean in staff member he me to his house where he had he ha
for the first time. Every day I would go with Murray after we both got off work and he would stop at the
store and he would buy us some and then he would me to his house where we together and
in every night. After about 2 weeks he started telling me I should just in
because I had a curfew at 2:00 a.m. which he never got me back on time so after together he would
me back to the center around 3am or later so he kept telling me "you don't want to live at the center because of

the curfew, the dirty rooms with smelly water and with a roommate I was forced to live. He kept reminding me of all the negative things because he wanted me to in with him. Honestly I had been in that place for so long and had no car to go and come as I pleased so I really did not like staying there at all and if I had the money I would have moved out to my own apartment. However the fact was that I had absolutely no money and Murray
would have moved out to my own apartment. However the fact was that I had absolutely no money and intuity
kept telling me I could come in with him and I wouldn't have to pay for anything to stay there. So it was
either be at the center where it was dirty, cold, uncomfortable, and lonely or go at Murray's house and watch TV and sleep in a comfortable bed. So Murray said we will just tell everyone that I was paying him to stay in his
extra bedroom and that it was no one's business what we do. So when people asked if we were together I had to
lie to them because Murray thought it would be better that way. So after I stayed there for a few weeks Murray
started talking about how I don't even really need to work that he makes a lot of money and he would give me
money if I decided I didn't want to work. I work so much and I was burned out so it sounded like a good idea. He
also said he would buy me a car. So I had been with Murray for about a month when unfortunately my
passed away on March 10, 2009 so I went back to Tucson, Arizona, on March 6th or 7th, 2009 so I
could attend his funeral. We were very close and he had always prayed for me to get off my
way I felt like I got clean for him. I was devastated so I only stayed in Tucson for a week because I was just too
sad and I wanted to get away from the people and places and things that reminded me of when I used to take
pills. So I went back to with Murray and to continue working at AFR. One day Murray went grocery
shopping and I guess when he bent down to pick up a bag of groceries he hurt his back so he went to the ER
where they first gave him Then he followed up with a primary care provider where he first got a script
for (I think that was the milligrams). They were white with pinkish spots on them. So I was now
living with someone who has Needless to say I saw him taking them and naturally wanted to take
them also since they had been my " of choice" before read I asked him if Per would be mad if he took
while working a AFR as an intake counselor and he said no because it's a and that he told Per he needed them because he was in a lot of pain and he told me that Per said just go down to the Church of
Scientology and write up your averts and then everything will be fine. That is when Murray started telling me
how I should go down there and watch the DVD that explains about it and he said it would look really good to
Per and that he would love me if I started studying Scientology. I had heard people and staff talk about
Scientology and how it was a form of brain washing and many stated that it was a cult. Also, Murray said he
wanted a that was interested in Scientology just like he was. So I decided to give it a shot mainly
because I wanted to impress Murray and Per and I knew Per would respect me more if I did. After Murray got
from his doctor he started giving me some to take because sometimes I would ask him because they were
always around and I always saw him taking them. Then his doctor referred him to a physical therapist and that
doctor started giving him 7.5 milligrams of which were orange and that were obviously stronger than the
5 mg ones. So he would keep them in the house and that is when I decided to go home and visit for a while
because I was working so much and Murray was giving me his use as I thought it might be a good idea to leave until he can get off of them when his back stopped hurting. So I went home for about 3 or 4 weeks and I
talked to Murray everyday and when it came close to going back I asked him if he was done taking because
there was no way I could live with him when he was taking because I didn't want to again. He
told me he had no and and he wasn't taking them anymore so I believed him and went back to Battle Creek, MI
to with him. The day I got back he told me "well I had like 10-12 of them left" and that he would give me
half of them and he would take half and no more after that so of course I didn't say no to free
lied to me when I came back to live with Murray he had the "thousands" which are the strongest
there is and these ones were yellow. So he has had three different types of Well needless to say that was
not the case because Murray kept getting script after script and so we started taking everyday. This was
after I stopped working at AFR because when I came back they finally let me be a security guard which was what
I really wanted to do because I want to be a police officer some day. Well, that didn't last long because Murray
recently started working in a different building and so I would tell him how Pam who was part owner and Pers sister would tell me oh you can do better than Murray and that he was too old for me so when I told him that a
few times Pam had said it he decided he would send an email to Pam to tell her to mind her own business. I asked
him not to say anything because she was basically my boss and he said he would not. He sent her an email against
my wishes and when Pam got that email she was furious at me. She told me "oh you have to run and tell Murray
everything and that my days there were numbered". For some reason I thought Murray wanted me to get fired
because he said I didn't have to work that he would give me money if I maintained the house and took his dog
Lenny for walks as often as possible and of course keep having and getting with him. So Pam started
asking around trying to find anything and everything she could about me so she had a reason to fire me. Well, she
got some hearsay personal information from a few people and she fired me the very next day. So I was sad I lost
my job but Murray said it was better this way. I was so upset at him and the whole situation that I went back

nome again. He started calling me telling me I should come back and just with him. He would buy me a car
and I wouldn't have to work and so I went back and that's when he swore he was done taking again. It didn't
take long to realize he was not done and he immediately started giving me more and more of his
day. He also bought me a car but every time we got into a fight he would make me give him the car keys and I
wasn't allowed to go any where. I told him he always controlled me with the car and if I wanted to take a drive
after a fight I was not allowed to and when I did once he said if I didn't come right back he was going to call the
police so basically I was his property now. He had me back on housand of miles from home with no job
because of him and no money but what he gave me. So I got scared and brought the car right back So now he has
been giving me his for a month and I met this girl who had some stronger and I told Murray
and he gave me money to go buy us some and sometimes he would come with me to get them. Soon he had a girl
he was getting from because his script always ran out early because we were both taking them so he
would buy us some of those yellow which he called So I ended up with him having
with him, and taking with him for about three months when I had finally had enough of him trying to control
me with the money, and the car. That is when I broke up with him because at this point he was taking a lot
of and he was buying him and me as well. So one day when he was at work I packed all my
things, put them in boxes and was ready to leave as soon as he got home. I always told him that it made me
nervous about the fact that I knew practically on one and I was thousands of miles away from home and he would
always tell me not to worry if something were to happen to us like the best place in the would buy me a plane ticket
and send me my stuff through the mail or Fed Ex. Well when it happened he did none of those things. He told me
he bought me an airplane ticket for a flight that departed out of Detroit not Battle Creek and that I had to find a
ride there because it's not his problem and he packed up all my stuff and took away my cell phone that he had
bought for me so there was no way I could call anyone for help and he dropped me and some of my stuff off at a
hotel. I begged him to switch the flight to Battle Creek and told him there was no way I could get there unless he
paid for a cab. After practically begging him to switch the flight he said he would just pay for a taxi to take me
and he swore he would send my 4-5 boxes of belonging because there was no way I could bring them. I didn't
have the money to ship them myself. I stayed in the hotel by myself and after taking with Murray for 3
months I didn't want to on the plane so I had to go buy some. I tried calling Tim, the aftercare specialist
his job was to call and keep check up on students that had graduated the program. Part of the payment my m
paid AFR for was supposed to be for Tim's help to check up on and help graduates if they
s phone number for support. I told him what Murray had did and asked for his help in getting a ride to
Detroit but he said that he could not help me. So I'm on my way to Detroit with less than half of my belongings.
When I get to the Detroit airport and the taxi leaves and I go check in at my flight, and they tell me that it was
reserved but never paid for so now I am stranded in Detroit with no cell phone, no money, and nowhere to go and
I didn't know anyone in Detroit so I begin to panic and cry and I call my numbers grying hysterically telling her I
was scared and I didn't know what to do. My introduced the first available flight to Detroit to come help me. My
decided that it would be best for us to drive to Battle Creek to get my belonging. The next day we rented
a car to drive the 2 hours back to Battle Creek so I could get my boxes of belongings because at this point I did
not trust Murray to send them to me as he said he would. Unfortunately this trip cost my all the money
that she had and could borrow. She had spent all the money she could get a hold of to send me to the in the
first place. I feel as if Murray Daily manipulated and used me when I was at my most vulnerable. He supplied me
with and because he knew it would have a hold on me. He purposely had me fired so that he would
be able to control me more and keep a better hold on me. He pushed me into studying Scientology although I told
him I was a practicing Catholic and had attended 12 years of Catholic school. I went along with most of his
demands because he always held over my head the fact that I had no job, no money, no car, no cell phone, and
nowhere else to live. I feel that his actions did more harm to me than the live. I was to in the first place.
·
After being stranded in Detroit, I was so traumatized that I got deeper and deeper into after I got back to
Tucson. After a year of being away from him, I am still trying daily to get my life back on track. A Forever
Recovery and Murray Daily should not be able to get away with using and manipulating vulnerable people.  Tucson, AZ, 85741
1 ucson, AZ, 65/41

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

- (\*)I certify that the information on this form is true and accurate to the best of my knowledge.
- (\*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

### CP\_Email1, CP\_Email1 (AG)

From: Corey Leuffgen <cleuffgen@stopyouraddiction.com>

Sent: Tuesday, October 19, 2010 4:20 PM

To: CP\_Email2

**Subject:** <u>2010-cp</u>05181936168-A

Attachments: .pdf

To whom it may concern,

Attached is response to AG complaint 2010-cp05181936168-A received from your office.

Corey Leuffgen, Deputy Executive Director A Forever Recovery 216 St. Mary's Lake Road Battle Creek, MI 49017 Phone: (269) 788-0496

Phone: (269) 788-0496 Fax: (269) 964-7932

Email: cleuffgen@stopyouraddiction.com

www.stopyouraddiction.com

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any miss-transmission. If you receive this message in error, please immediately notify the sender and delete this and all copies of this message. You must not directly or indirectly use, disclose, distribute, print or copy any part of this message if you are not the intended recipient. Thank you for your cooperation.



# A Forever Recovery

A Forever Recovery 216 St. Mary's Lake Road Battle Creek, MI 49017 Phone: (269) 788-0496

Fax: (269) 964-7932

October 18, 2010 Entered AFR program October 30, 2008 through January 16th, 2009 To whom it may concern, This letter is in reference to an Attorney General complaint (# 2010-cp05181936168-A). entered into the A Forever Recovery program in October 2008 and did successfully complete the A Forever Recovery program in January 2009. applied to work at A Forever Recovery and was offered a position, which she accepted. According to own complaint she acknowledges that she left Michigan on three separate occasions and willingly returned to Michigan on three separate occasions. She came back voluntarily. I was a was under so much duress, as she claims, why in the world would she return to that situation three times? This simply does not add up to the environment that she claims she was living in. There are always rumors and third-party conclusions in any environment where people are coming off drugs. The majority of complaint is toward an individual with whom she had an individ Recovery itself. never made any verbal or written complaints to the Human Resources Department while she was employed by A Forever Recovery. Her complaint resembles that of an trying to attack the character of her It is not surprising that composed this false allegation that she was under the control of and who is capable of making her own life's decisions and that is exactly what she did. A responsible Forever Recovery's position is that much of what using drugs again and asked to leave the residence where she was living. According to statements from Murray Dailey it was he who discovered that the same had the same in her possession while in his residence. Upon confronting her with the evidence became very angry and began

and was asked to leave the residence.

Respectfully submitted,

making threats to Murray. She became

was driven, upon her request, to the Detroit Metropolitan Airport.

Corey Leuffgen

Deputy Executive Director

Coren Jenfly

A Forever Recovery

# Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2013-cp12022200606-A Submitted: 12/2/2013 10:00:53 PM

#### Consumer Information

Your Last Name: Your Street Address: Your State: FL

Your County: Your Home Phone:

Fax Number:

First Name City: Winter Haven

M.I.: C

Zip Code: 33884

Your Work Phone: E-mail Address:

Ext.:

### Primary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name: Complainee First Name:

Company Name: Best Drug Rehab Tranquility Detox

Street Address: 327 Capital Av Ne City: Battle Creek State: MI Zip Code: 49017 Phone: 2697047200 County:

E-mail Address: Fax Number:

Web Site Address: www.bestdrugrehabilitation.com

Primary Jurisdiction: None

Product Offered: Substance Abuse Rehabilitation

### Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name: Complainee First Name:

Company Name:

Street Address: City: Zip Code: State: MI Phone: County: E-mail Address: Fax Number:

Web Site Address:

#### Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year: Vehicle VIN No.:

### **Complaint Information**

Incident Date\Time: 9/18/2013 9:00:00 AM

Incident Location: Tranquility Detox, Battle Creek, MI

Approximate Monetary Value: 20000 Did you sign a contract? True

Where did you sign this contract? Battle Creek MI

Is a court action pending? False

Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True

What was the response from the business? Nothing

If no complaint was given to the business directly, why?

Was this complaint filed with any other agencies? True

### Complaint Detail/Inquiry Information

Company misrepresented themselves on their website. They have a picture of a hotel room on the website but it is a far cry from a
hotel room. The facility consists of bunk beds and old furniture with up to 8 bunk beds in each room. They represent that the company
is not Scientology but it is. They have huge stacks of Ron L. Hubbard books with workbooks and teach patients how to stare for up to
two hours. I have never been in a rehab so I did not know what to expect. They take most of your belongings from you and store them
in a storage unit outside the facility. Most of your belongings, cell phone, electronics and beauty supplies are taken away to be returned
at the end of your stay. You are not allowed to speak to your stay for the entire time of your stay. When clients are sold the rehab
center they are told that they have 48 hours to get there so that they will not have time to research the rehab center and change their
mind. I was told that they had a scholarship but I had to be there within 48 hours to qualify. I was also offered free airfare but I had to be
there within 48 hours. Then when the clients get there and there are vulnerable getting off of substances, there are given all of this
paperwork to sign. When they are coming off of an analysis and have no representatives to assist i.e. you are signing for things
that you are not sure of. Since I have gotten home I have sent several notarized written requests for my documents but I have not been
provided with these, so I am not sure what I have signed. They changed my mailing address to Battle Creek MI and my insurance
claims checks were sent there. When I did not receive the check and called with Blue Cross Blue Shield because the check had been
cashed, I was informed that I had made them Power of Attorney. I would have not done that in my right mind but I was not in my right
mind when I arrived there due to getting off of a state of the state o
but have not been provided with this. I have asked numerous times for my records and not been provided these. Until I am provided
this documentation I am not positive the documents signed.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(\*)I certify that the information on this form is true and accurate to the best of my knowledge.

(\*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

January 9, 2012

Dept. of Aliamoy General Consumer Protection Division

JAN 1 1 2012

RECEIVED

Michigan Department of Attorney General Bill Schuette Consumer Protection Division P.O Box 30213 Lansing, MI 48909

To Whom It May Concern:

I am forwarding a copy of this letter to you; which I have sent to Best Drug Rehabilitation. All I ask is that you will find the time to read my claim. I would greatly appreciate any help you could offer me to resolve this matter and help me to get back some of the monies I have lost due to this company using fraudulent advertisement.

If you have any questions or would like to discuss my situation further with me, please do not hesitate to contact me:

Email:

Thank you very much for any assistance you are able to offer me.

Best Drug Rehabilitation Center 300 Care Center Drive Manistee, MI 49660

### To Whom It May Concern:

My daughter was admitted to your facility at the address above on November 11, 2011. When she arrived there, she was sent to the facility. Due to poor living conditions and forced required participation in religious activities she was allowed to leave. My agreed to go to the center under fraudulent promises of care and services. I should be refunded my monies due to a fraudulent enticement on the part of Best Drug Rehabilitation Center.

I am requesting that 70% of my payment be refunded to me because my payment was made based on fraudulent advertisements of services to be offered. I paid a total of \$13,575.00 directly to Best Drug Rehab. \$2,575.00 was on my credit card and later an \$11,000.00 check was issued. I am requesting that Best Drug Rehab refund \$9,502.50; which is 70% of the amount they have fraudulently extracted from my accounts.

Your facility advertised online (<a href="www.BDR.com">www.BDR.com</a>) and over the phone that there would be yoga classes, acupuncture, and qualified therapists for the appointed patients and a number of other activities. You informed me that people learn in different ways and that there would be different ways for her to learn to lead a better life free of specifically asked the representative over the phone, before agreeing to the services, if there was a religious theme to the program and was told that there was no required religious involvement, although the representative stated that there were numerous religious denominations available for worship and guidance. There was, in fact, a lack of religious choice. was given a religious handbook entitled "Scientology" and was told that it was mandatory to follow this manual. The name of this representative I talked with regarding this issue was Jaime Mann and his personal number is 269-964-6731, desk number is 269-964-6731, and office number is 877-456-3313.

My claimed that there was an insufficient number of staff members and that staff members were tired, over worked and lacked appropriate experience. All of these factors led to their lack of interest in her physical and psychological well-being and her personal needs. There were inadequately experienced counselors handling the physiological and psychological needs of the patients. Poorly qualified therapists were appointed to care for patients and their issues. When was still forced to attend meetings regardless of her health.

Essential personal hygiene items such as soaps, shampoo, cleaning and hygiene items were not provided. Money was needed in order to purchase the items that were needed. When I asked Darwin if she needed any money for anything he answered that she did not need any.

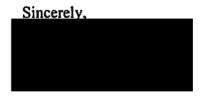
Another serious concern that occurred while was at your facility was that there was actually a shortage of food and day-old food was served to the residents. The facilities were unsanitary and not well kept. Another concern was that there was an outbreak of athlete's foot that took place while she was there. Her health was jeopardized.

I have tried a number of times to reach Steven Anderson the financial advisor, but he never returned my calls. When I did call the center I always got the receptionist, who would come back on the line and say that Steven was out of the office and asked if I wanted his voice mail. I did leave a number of messages. He did not return my calls. I also asked to speak to Sarah Bennett, Administrative Assistant (1-855-255-5014) and Darwin (1-877-456-3313). People I had spoken to when was first admitted to the center, people I trusted to help me in my time of need, refused to address my concerns.

Darwin informed me that would have no outside contact until her period was over which was at least 15 days. At that time I informed him that I specifically did not want her to communicate with a certain person. That specifically named individual was someone about whom we knew the facility needed to be aware! Darwin assured me that she would have only contact. But this statement was also fraudulent. She was able to call out of the facility and this named, prohibited individual was actually allowed to remove her from BDR against previously agreed conditions. Darwin was aware of this concern and agreed to prevent contact. This action was specifically responsible for her leaving the BDR.

I request that you respond to this letter by January 26th 2012.

A copy of this statement will be sent to the Attorney Generals of Wisconsin and Michigan, the Better Business Bureau also.





RICK SNYDER GOVERNOR

# STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF HEALTH PROFESSIONS

STEVEN H. HILFINGER DIRECTOR

RAE RAMSDELL DIRECTOR

January 25, 2012

Dept. of Attorney General Consumer Protection Division

JAN 2 7 2012

RECEIVED

Milwaukee, WI 53221

Re:

Best Drug Rehabilitation

Dear Ms.

We have reviewed your correspondence in the above-referenced matter. While we understand your expressed concerns, please be advised our office has no jurisdiction over the nature of your complaint.

The Bureau of Health Professions is responsible for licensing and regulating twenty six health care professions. The health professional boards only have the authority to take disciplinary action against licensees for practicing below acceptable standards, or for other violations enumerated in the Michigan Public Health Code.

You may wish to contact the following agency to see if they can be of any assistance:

Department of Attorney General Consumer Protection Division P.O. Box 30213 Lansing, MI 48909 (517) 373-1140

I am sorry we cannot be of further assistance to you at this time. If you have any questions, please contact me at (517) 373-9196.

Sincerely.

Sherri White, Manager Allegation Section

Health Investigation Division Bureau of Health Professions

SW/lt

# RESIDENT/PATIENT CARE COMPLAINT FORM

Bu	reau (	Michigan Depar of Health Syste	tmer	nt of Commu Complaint	nity Inv	Health estigation	on Unit		AS	<u></u>
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Best Drug Rehibilitation										
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				Milwaukee			WI		1 <b>P Code</b> 3221	
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he Department will not on the complaint used in the complaint used in the complaint the complaint the investigation.										

Do you give permission for the discuss the complaint?	Yes 🗌	No X				
I will submit additional docume	Yes 🗌	No X				
What is the complaint about?  The rehabilition facility advertised difference in were actually renderred. I lost out on to a drug rehabilition center that sentine as well as discussed over the phonon was admitted she was not given was promised by the center's represent cipate in activities of the Church of Scieught up in any discussion nore was it approved in a soaps, she not provided. Money was needed in concerded. My claimed that there members and that staff members were the experience. The facilities were unsand to there was an outbreak of athlete's footere. Because of all this I feel I was lied to deserve a refund.  Submitted on: 1/8/2012 11:33:40 PM	nearly emed ne prio yen the atives. ntology parant ampoo order to was a hired, o aitary a	\$14,00 great a reference to my care to my care to she was she	oo by sending my as it was advertised or investment. After it hat she needed and was also forced to part hat she never once by website. Essential pring and hygiene iterate the items that well kept. Another the well kept. Another items was the items that well kept.	that arti ro pe ms wer vere aff propria		
Have you contacted the facility	Yes	No	If yes, person's	name and title?	?	
about your complaint?	X	<u> </u>	Jamie Mann			
Your Signature:				Date Signed:		
*** Form was submitted online ***	01/09/2012 07:29:04					

## Other agencies that help citizens with complaints are:

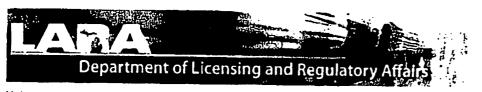
The State Long Term Care Ombudsman

State long-term care ombudsman will help identify, investigate and help resolve complaints of residents of licensed long-term care facilities through its network of local ombudsmen. Call 1-866-485-9393 (toll free) http://www.elderslaw.org/

Department of Attorney General (AG)
The Attorney General investigates elder abuse and Medicald fraud.
Call 1-800-242-2873 or file a complaint online at http://www.michigan.gov/ag/

Michigan Protection & Advocacy Service (MPAS)
MPAS can tell you who you should call to report abuse/neglect, help you file a complaint, or investigate an abuse/neglect allegation.
Call 1-800-288-5923 or (517)487-1755
http://www.mpas.org/

Citizens for Better Care (CBC)
CBC is an advocacy group for nursing home residents and families.
Detroit 1-800-833-9548
Carand Rapids 1-800-782-2918
Calamazoo 1-800-332-4802
Carand Rapids 1-800-782-7852
Carand Rapids 1-800-78



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### **Substance Abuse Program Information**

**Program Name: BEST DRUG REHABILITATION SERVICES** 

**Address: 300 CARE CENTER DRIVE** 

MANISTEE, MI 49660

License Number: 510026

**Director: RICHARD ALMSTED** 

**Phone #: 231/218-4406** 

License Type	Begin Date	Date Expired
STANDARD	11/16/2011	
STANDARD	11/16/2011	
STANDARD	11/16/2011	
STANDARD	11/16/2011	<b>A</b>
PROVISIONAL	11/16/2011	05/16/2012
STANDARD	11/16/2011	
TEMPORARY	09/16/2011	12/16/2011 AN / ( )
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State of Wisconsin Governor Scott Walker

## Department of Agriculture, Trade and Consumer Protection

Ben Brancel, Secretary

January 31, 2012

Dept. of Attorney General Consumer Protection Division

FEB 0 3 2012

RECEIVED

MILWAUKEE WI 53221

RE: File 544928 (Refer to this number when contacting our agency)
BEST DRUG REHABILITATION CENTER
300 CARE CENTER DR
MANISTEE MI 49660

Dear Ms

Thank you for contacting the Department of Agriculture, Trade and Consumer Protection concerning Best Drug Rehabilitation Center.

The issues in your complaint may be within the authority of the agency listed below, so we are forwarding your complaint directly to them:

CONSUMER PROTECTION DIVISION OFFICE OF ATTORNEY GENERAL PO BOX 30213 LANSING, MI 48909

Telephone: 517 373-1140

If you have additional information or wish to follow-up on your complaint, please contact them at the telephone number or address listed above.

Sincerely,

Lynnea Suter
Consumer Information Specialist
BUREAU OF CONSUMER PROTECTION

FAX: 608 224-4939

E-mail: Lynnea.Suter@wisconsin.gov

January 09, 2012

Attorney Gerneal J. B. Van Hollen Wisconsin Department of Justice P. O. Box 7857
Madison, WI 53707-7857



JAN 2 7 2012

Division of Trade & Consumer Protection Madison, WI

To Whom It May Concern:

I am forwarding a copy of this letter to you; which I have sent to Best Drug Rehabilitation. All I ask is that you will find the time to read my claim. I would greatly appreciate any help you could offer me to resolve this matter and help me to get back some of the monies I have lost due to this company using fraudulent advertisement.

If you have any questions or would like to discuss my situation further with me, please do not hesitate to contact me:

Email:

Thank you very much for any assistance you are able to offer me.

Beatriz Angeles

Best Drug Rehabilitation Center 300 Care Center Drive Manistee, MI 49660

To Whom It May Concern:

My daughter was admitted to your facility at the address above on November 11, 2011. When she arrived there, she was sent to the facility. Due to poor living conditions and forced required participation in religious activities she was allowed to leave. Machine agreed to go to the center under fraudulent promises of care and services. I should be refunded my monies due to a fraudulent enticement on the part of Best Drug Rehabilitation Center.

I am requesting that 70% of my payment be refunded to me because my payment was made based on fraudulent advertisements of services to be offered. I paid a total of \$13,575.00 directly to Best Drug Rehab. \$2,575.00 was on my credit card and later an \$11,000.00 check was issued. I am requesting that Best Drug Rehab refund \$9,502.50; which is 70% of the amount they have fraudulently extracted from my accounts.

Your facility advertised online (www.BDR.com) and over the phone that there would be yoga classes, acupuncture, and qualified therapists for the appointed patients and a number of other activities. You informed me that people learn in different ways and that there would be different ways for her to learn to lead a better life free of drugs. I specifically asked the representative over the phone, before agreeing to the services, if there was a religious theme to the program and was told that there was no required religious involvement, although the representative stated that there were numerous religious denominations available for worship and guidance. There was, in fact, a lack of religious choice. was given a religious handbook entitled "Scientology" and was told that it was mandatory to follow this manual. The name of this representative I talked with regarding this issue was Jaime Mann and his personal number is 269-964-6731, desk number is 269-964-6731, and office number is 877-456-3313.

My claimed that there was an insufficient number of staff members and that staff members were tired, over worked and lacked appropriate experience. All of these factors led to their lack of interest in her physical and psychological well-being and her personal needs. There were inadequately experienced counselors handling the physiological and psychological needs of the patients. Poorly qualified therapists were appointed to care for patients and their issues. When was still forced to attend meetings regardless of her health.

Essential personal hygiene items such as soaps, shampoo, cleaning and hygiene items were not provided. Money was needed in order to purchase the items that were needed. When I asked Darwin if she needed any money for anything he answered that she did not need any.

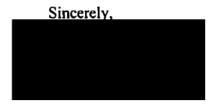
Another serious concern that occurred while was at your facility was that there was actually a shortage of food and day-old food was served to the residents. The facilities were unsanitary and not well kept. Another concern was that there was an outbreak of athlete's foot that took place while she was there. Her health was jeopardized.

I have tried a number of times to reach Steven Anderson the financial advisor, but he never returned my calls. When I did call the center I always got the receptionist, who would come back on the line and say that Steven was out of the office and asked if I wanted his voice mail. I did leave a number of messages. He did not return my calls. I also asked to speak to Sarah Bennett, Administrative Assistant (1-855-255-5014) and Darwin (1-877-456-3313). People I had spoken to when was first admitted to the center, people I trusted to help me in my time of need, refused to address my concerns.

Darwin informed me that would have no outside contact until her period was over which was at least 15 days. At that time I informed him that I specifically did not want her to communicate with a certain person. That specifically named individual was someone about whom we knew the facility needed to be aware! Darwin assured me that she would have <u>only family contact</u>. But this statement was also fraudulent. She was able to call out of the facility and this named, prohibited individual was actually allowed to remove her from BDR against previously agreed conditions. Darwin was aware of this concern and agreed to prevent contact. This action was specifically responsible for her leaving the BDR.

I request that you respond to this letter by January 26th 2012.

A copy of this statement will be sent to the Attorney Generals of Wisconsin and Michigan, the Better Business Bureau also.



### CP\_Email1, CP\_Email1 (AG)

From: Adrianne Hitchcock <a hitchcock@bestdrugrehabilitation.com>

**Sent:** Thursday, March 01, 2012 10:17 AM

To: CP\_Email2

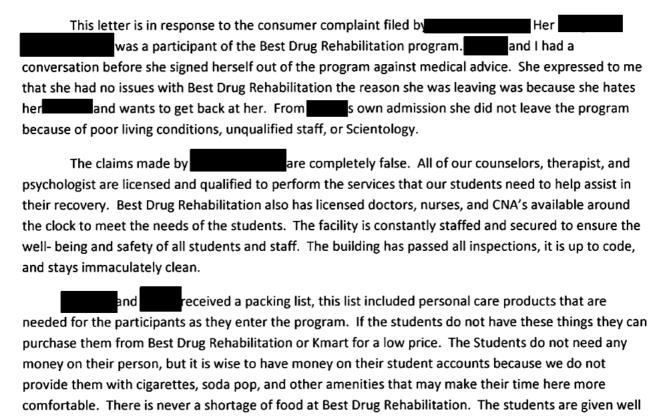
Subject:AG No.: 2012-0001026-AAttachments:Attorney General.docx

Attached is the written response from Best Drug Rehabilitation written by Amber Howe, Executive Director.

Refer to AG No.: 2012-0001026-A

Michigan Department of Attorney General Bill Schuette Consumer Protection Division P.O. Box 30213 Lansing, MI 48909

#### Dear Bill Schuette:



Best Drug Rehabilitation offers several different spiritual tracts to help our students break the chains of slavery that have put them in. Our students take courses offered by the Catholic Church, the Presbyterian church, a local Native American tribe, Islam, as well as the Church of Scientology. We use course books based on the works of L. Ron Hubbard, Narconon, Alcoholics and Narcotics Anonymous, The Twelve Steps, Life Recovery, just to name a few. The program is called Best Drug Rehabilitation because we have taken the Best parts of rehab programs, the best parts of counseling, and the best parts of spiritual well-being, combined them all in one program to best serve the needs of our students. Best Drug Rehab is not in the business of converting students; Best Drug Rehab is in the business of saving living lives by getting people off of drugs. The students do not ever receive a

balanced, freshly prepared meals throughout the course of the day. Fresh fruit, yogurt, juice, coffee, etc. are made available at all times for students in between meals. Day old food is never served.

Scientology manual. The students receive a Student Handbook with rules that they must follow. These rules are not Scientology based. The rules are bases on ethics and are used to keep the students on the track to recovery. If you have any questions please feel free to give us a call.

Sincerely,

Amber Howe, Executive Director **Best Drug Rehabilitation**(231)887-4590

<u>ahowe@bestdrugrehabilitation.com</u>

## Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2012-cp08071834144-A Submitted: 8/7/2012 6:34:24 PM

### **Consumer Information**

Your Last Name:

Your Street Address:

Your State: IN

Your County: Outside Michigan

Your Home Phone

Fax Number:

First Name:

City: Nashville

Zip Code: 47448

Your Work Phone:

E-mail Address:

M.I.:

Ext.:

### Primary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name: Best Rehabilitation Center

Street Address: 300 Care Center Drive

State: Mi

County: Manistee

Fax Number: Web Site Address: http://www.bestdrugrehabilitation.com

Primary Jurisdiction: Licensed Business/Person

Complainee First Name:

City: Manistee

Zip Code: 49660

Phone: 2318874590

E-mail Address: Product Offered:

### Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name:

Street Address:

State: MI

County: Fax Number:

Web Site Address:

Complainee First Name:

City:

Zip Code:

Phone:

E-mail Address:

### Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year: Vehicle VIN No.:

### Complaint Information

Incident Date\Time: 2/23/2012 9:00:00 AM

Incident Location: Manistee, MI

Approximate Monetary Value: \$39,000

Did you sign a contract? True

Where did you sign this contract? Battle Creek, MI

Is a court action pending? False

Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? False

What was the response from the business?

I made complaints at the time with the Intake Counselor,

If no complaint was given to the business directly, why? Administrative Assistant to the CFO because he wouldn't talk with me directly

Was this complaint filed with any other agencies? True

### Complaint Detail/Inquiry Information

On February 23, 2012 we sent our to the Best Rehabilitation Center in Michigan. We researched the facility ahead through telephone conversations and on the internet, as well as checking a reference they had given us. It was described to us as a Faith Based Recovery program (as you also can see on the website), but it turned out to be a Scientology program that was nothing like the website or the information that we had been given. After about a week in the program called us and mentioned that it was all Scientology. We called the intake counselor and he told us that the beginning of the program used a book written by Ron Hubbard (creator of Scientology) but assured us the program was not Scientology. He said this was just used at the start, the remainder of the program was not Scientology and soon would be able to pick a path of study they would like. However, every book they used, and the entire program, was Scientology based. They worked in the workbooks all day and basically that was the treatment program. met with a licensed counselor one time a week for about 5 minutes and he met with a counselor to whom he has been assigned (not licensed but a graduate of the program) once a week as well. The rest of the time he was supervised by other graduates of the program mostly in their 20's. The selection of a faith based program basically was a bible made available and they could be taken to a church a couple times a week if they didn't have homework in their workbooks at night. When we discussed with the intake counselor the cost of the program they told us it was about a 60 day program and the price would be from about \$21,900 to \$25,000. \$7,500 of that was due when we dropped him off. We also needed to sign a contract that basically said if he left the program early the deposit would be lost and if insurance did not pay we would be responsible for that. Therefore, we felt locked into keeping him in the program at least until we had met our obligation. During the time was there our insurance had great difficulty in getting any billing or having them return calls. Best had initial communication with our insurance company to know the insurance would be paying but I had to make many calls to try to get Best to return calls to our insurance company. When I talked with the business office I asked how much they were billing a day and they told me "it depended". They said they would have to talk with our intake advisor and they never could give me an amount. After about the 5th week, had finished most of the books and they were starting to have him repeat told me that some of the people there who had not been there as long as he had been were finishing so I started to suspect that because we had good insurance he was not going to be released. The workbook situation went on and on and I finally called his counselor and said he needed to finish in another week and that we needed confirmation that he had finished the program for our insurance company. Heft messages for the director of the facility to discuss this with her but she did not call me until the day before we were leaving to tell us that she would not release him with verification for our insurance company. After much discussion that we were coming she did say she would have documentation for us. We picked up on 4/7. After the insurance company had settled and paid for all of the \$39,781 due (which was more than Best originally told us with a stay of 15 fewer days) I started communicating with Best to get our deposit back. Of the \$7500, \$6050 was due to us. At first Best said they couldn't return the deposit and when asked why the CFO's assistant told us it was because of our deductible. When I explained that our deductible was already met then she had to get back with the CFO and he then offered \$3500 if we signed a "Settlement Agreement". I left messages for him but I never was allowed to talk with him directly. After more discussions with the assistant, and me providing insurance documentation, the assistant told me the CFO would only give a final offer of \$5,000 in the "Settlement Agreement" which also stated that we would not be able to ever say anything about Best or communicate with anyone the terms of the agreement. We did not sign that. In the end our insurance company was very upset that they had overpaid because Best had never shown our deposit on any of their billings as money already paid. The insurance company sent a letter (with support of their attorney) to Best stating that they needed a refund of the \$6050 because they had overpaid due to our deposit. Best did eventually refund our insurance company the \$6050 due and they have refunded us the overpayment. In summary our complaint involves the following points: 1.Best's marketing, personal discussions and website all were misleading and did not disclose the true nature of their business. 2.Best misrepresented the cost of the program and what would be provided. 3.Best tried to get us to sign a Settlement Agreement when there was no basis for a settlement, but should have been a refund. We are not asking for anything personally from this complaint other than an investigation of their practices so other can be aware of the true nature of this facility. I can say that our see learned from one counselor and other patients. However, the representatives of the program really werea deceiving. There were many people in the program who felt that they had been mislead (know that is hearsay but ater told us so many stories of things patients had been promised), but I suspect many of them ended up signing settlements because they needed the money returned. We also feel this program is an effort to convert broken people to Scientology as well as a money maker for that organization. If you have any questions, please feel free to contact me. Regards,

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(\*)I certify that the information on this form is true and accurate to the best of my knowledge.

(\*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

### CP\_Email1, CP\_Email1 (AG)

Nancy L. Mullett < NMullett@KreisEnderle.com> From:

Sent: Friday, September 07, 2012 9:44 AM

To: CP\_Email2

AG No. 2012-cp08071834144-A Subject:

#### Good morning

I just received a copy of the above complaint from Best Drug Rehab. I have requested the client's file and will respond as soon as received. Please contact me if this is a problem. Thank you.

**Nancy Mullett** 

Nancy L. Mullett, Attorney

Battle Creek, MI 49017 tel: (269) 966-3000 fax: (269) 966-3022 www.KreisEnderle.com

> **Battle Creek** <u>Kalamazoo</u>

**Grand Rapids** 

Lansing

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### CP\_Email1, CP\_Email1 (AG)

From: Nancy L. Mullett < NMullett@KreisEnderle.com>

Sent: Tuesday, October 09, 2012 8:21 AM

To: CP\_Email2

Subject: AG No. 2012-cp08071834144-A (Best Drug Rehabilitation

Attachments: SBTL-KONICA12100907560.pdf

Attached is a copy of the response of Best Drug Rehabilitation to the above referenced consumer complaint.

Nancy Mullett

Nancy L. Mullett, Attorney Kreis, Enderle, Hudgins & Borsos, P.C.

Battle Creek, MI 49017

tel: (269) 966-3000 fax: (269) 966-3022

www.KreisEnderle.com

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## KREIS Enderle

TO:	Bill Schuette, Attorney General		
FROM:	Nancy Mullett, Attorney for BDR		
DATE:	October 8, 2012		
CLIENT	Best Drug Rehabilitation Center		
SUBJECT:	AG No. 2012-cp08071834144-A; Best Drug Rehabilitation Center		
	Introduction		
on b	complaint was filed against Best Drug Rehabilitation Center, ("BDR"), by chalf of her alleging several deceptive practices arising out of her and attendance at BDR. This memorandum is the response of BDR to the implaint.		
	Allegations		
on behalf of her claims that BDR provided deceptive information about the rehabilitation program which induced her to enroll her Specifically, Ms. claims that the BDR website promotes itself as faith based program but in reality is all "Scientology". Ms. complains that her streatment program consisted of working in workbooks and that his counseling and supervision came primarily from graduates of the program. Ms. expressed concerns that others in the program started after her but were released sooner leading her to conclude BDR was taking advantage of their insurance. Ms. finally complains that she was asked to sign a Settlement Agreement regarding the return of money the soverpaid to the facility.			
Response to Allegations			
Michigan. Th	chabilitation Center is a drug rehabilitation program located in Battle Creek e program typically consists of a detoxification program followed by a program of least 30 days of treatment.		
Ms. sprimary concern stems from her expectations of the program represented to her as compared to the reality of the program as told to her by her Ms. Ms. stated she researched the program online and spoke to representatives from the facility before making her decision. Of particular concern to Ms. sis that the program is all Scientology, her was compelled to participate in the Scientology teachings and had she been aware of the focus on Scientology throughout the program, she would not have sent her			

As noted in several places online, the role of Scientology at BDR is extremely well documented. (App A). The online program description acknowledges that the owner is a Scientologist; however, the core belief at BDR is that clients should explore their own faith on their own terms. If a client chooses Scientology, that is a viable but not mandatory option. Other faith based programs are available to clients and the policy on spirituality, faith and religious practices is reviewed with each client as was done with [App B]. As shown in Ms. s case notes, participated in the Native American group and attended church services. (App C). Accordingly, based on the documentation provided, it is clear at his option, participated in several faith-based lessons or activities. Consequently, Ms. s complaint is not accurate and should be dismissed.
Msnext complains that she was misled by the information on the website and by representatives as to the cost of the program and the services to be provided. Msstates herworked in a workbook every day and only saw a licensed counselor once a week for 5 minutes. Mss complaint is without merit.
A rehabilitation program is an individualized program based upon the client's unique needs, length of addiction, type of addiction and progress towards sobriety. As such the cost of each program varies as does each client's insurance coverage and payment. Before admission to the program, each client or client representative is provided an enrollment agreement that outlines the range of costs and notes client responsibility for payment. The enrollment agreement was completed in this case and nowhere in the agreement is there a total or not to exceed cost. (App D). Like any other medical procedure, the client can only be certain as to what their insurance will cover – the actual cost is not known until treatment is completed. No misrepresentation as to total cost was made in this case.
Nor were misrepresentations made online or in person regarding the services to be provided. As noted online, clients participate in a wide variety of programs depending on which phase of the program the client achieves. Clients are seen by counselors and as noted on the website the counselors have a variety of backgrounds in addiction treatment and work through different phases of recovery. (App E). In this case, Mr. participated in Native American groups, completed phase two assessments, phase three training routines and was completing phase four and five when he left the program. Documentation in Mr. streatment file is perfectly consistent with the information and representations made regarding treatment services. Although not provided with this response, client files are available with proper releases or in response to a subpoena. Moreover, Ms. notes in her complaint that the services were helpful to her son.
The real issue seems to be that Ms. believes she paid too much for the program – it wasn't worth the cost. As stated by Ms. at one point, BDR was reimbursed for services already paid for by Ms. which apparently necessitated several calls from Ms. straighten out. Ultimately the insurance company sent BDR confirmation of the overpayment and BDR reimbursed the insurance company immediately. As is common, the timing of insurance payments often overlaps with billings to a client/patient. It is not unheard of that a patient pays a bill which the insurance company also pays. As happened in this case, Ms.

requested that BDR reimburse her before BDR	had confirmation from the insurance company.
For that to have occurred, BDR asked Ms.	to sign an acknowledgment that she received
the money, and the payment was in settlement	of any other claim. Ms. did not want to
sign the acknowledgment. Consequently, Ms.	was not reimbursed until BDR received
written notice from Ms. insurance con	npany that overpavment was confirmed. (App F).
Upon receipt, BDR reimbursed the insurance co	mpany (not Ms. as directed.

### Conclusion

It is BDR's position that based upon the objective documentation provided with this memorandum, there is no support for Ms. s complaints. BDR respectfully requests that this complaint be found to be unsubstantiated and close this matter.

APPENDIX A

HOME ABOUT TREATMENT PROGRAMS FINANCING SUCCESS STOR

## Talk To Us Now 1 (877) 8



COMBINING

Persona

ADDICTIC

## → Best Drug Rehabilitation and Scientology

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Share

## Treatment

At Best Drug Rehabilitation, residents achieve sobriety by following a specific program. The first step is detox, during which the patient is helped through the often painful withdrawal period. This process is different for each patient, with some being weaned off of drugs faster than others. In addition to the prescription of medications, the individual's withdrawal symptoms are also addressed through alternative techniques. These may include exercise vitamins, special diets, massage therapy and acupuncture.

## **Detox Services**

Detox is just the first step towards sobriety. Once a patient is cleared for release from this part of the program, he or she continue on to orientation. A thorough assessment is conducted to determine which treatment methods are most effective. After a treatment level and team is assigned, the client is introduced to the program sirules, requirements and daily routine. This is followed by the commencement of communication classes and one-on-one counseling, two treatments that make up the bulk of Best Drug Rehabilitation's post-detox services.

The recovery process does not end when a client leaves the rehab environment. Recovering addicts often make the mistake of assuming that they don't need any help once the drugs are out of their system. The truth is, the more support a client has outside of reference the more I kely he or she is to avoid a relapse. Best Drug Rehabilitation equips a licensh with the tools necessary to stay sober, including intense training elimentaring elimentaring clients formulate specific goals and plans.

## Religious Workshops

idillions of recovered addicts have a red saintenay as the main force behind their recovery. When addicts are side to can a their product to a greater force, they feel a great but den intended in the case outlier at East Drug Reman during aims to foster that feeling of freedom with the help of specially-planned religious workshops.

While the owner is a Scientologist, the core belief at Best Drug Rehabilitation is that participants should be free to explore faith on their own terms. A variety of other religious affiliations are discussed and even practiced, allowing for a more comprehensive approach to faith and its role in rehabilitation.

That being said, at Best Drug Rehabilitation Scientology is viewed as a viable option for emotional healing. During Scientology workshops, participants learn a variety of useful life skills that they can call on to help them out after they ve left the rehabilitation center.

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## Talk To Us Now 1 (877) 823-9819



combining a professional,

personal approach to

application treatment.

## **Best Drug Rehabilitation Reviews**

t Be Drug Rehabilitation, we see eithat different individuals require individual treatment in the person one-size-fits all program, but rather, see the man addition may not be what the next person needs. Starting your new

life should be full of options, based on your



personality and your choices. Ril covery from an addiction is not generic. We plan with you what best state your recovery and help to open the poors to a addiction-free tive.

The Sest Drug Rehabilitation reviews are positive proof that our patients have met the goals they set or tile inselves through determination and commitment to bed me better human beings. Our progress as deads and nustomized to fit your choices. Treatment at begins the same but after door what in you begin to feel like a different person. On patient reflects on her tile only set found though Roman domine by saying. (My first day or Best Drug Rehabilitation was a living region and. By the pekt morning I was repay to have an open offers often and get before. After withdrawal, all the clients we discrete and one nice to me. So I moreh, hey, this program must work in some way or ar one.)

### **Treatment Plan Options**

Choe you make the discount of start your fife over, you have several treatment options available. At treatment discounts begin much the same, with detaxification, orientation or munification classes, a count of the same program involves in serious. It is now necessary and plan for your serious goals and plan for your

### Get Help

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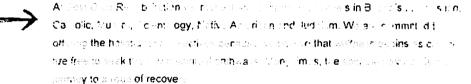


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### Self-Help Programs

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  Best Drug Rehabilitation offers the true spiritual side of rehabilitation.

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## Christianity

This plays a big role in the fives of many clients at Best Drug Rehabilitation. Catholic patients have access to an onsite priest, whom they find especially helpful during difficult periods. Other denominations may appreciate attending theophostic prayer sessions, during which clients seek God's help and forgiveness as they battle their addictions.

You don't have to be actually be a Buddhist to find Best Drug Rehabilitation's Buddhism program helpful. Those participating in Buddhist workshops are taken on a holistic journey that incorporates meditation and yoga into the recovery process. Muslim workshops take a different direction but are also helpful for interested clients. During these classes, participants focus on prayer and the Koran. Judaism is also a part of Best Drug Renabilitation's religious program, leaving clients with plenty of great options for exploring their spirituality.

## Native American

Spirituality is incorporated into the treatment program at Best Drug Rehabilitation. The Native American program is centered on the groundbreaking Welibriety movement.

Traditional teachings and ceremonies help participants access and nurture their inner spirit, white alternative practices such as sweat lodges provide clients with a unique route to spiritual fulfillment.

Before clients get involved with Best Drug Rehabititation Scientology and other religious workshops, they must sign the religious enrollment agreement. This agreement sets the basic standards for maintaining an open and safe environment during all religious classes and workshops.

## Workshops

Counseling group sessions and religious classes are excellent tools for achieving recovery, but they are even more effective when combined with other therapeutic activities. At Best Drug Rehabilitation, a lents can explore a variety of pursuits and decide for themselves which ones are the most helpful. Workshops offered include the following.

· Music

- Art
- Physical fitness
- Nutrition
- Martial arts
- Yoga
- · Resume writing
- · GED
- Relapse prevention
- Anger management
- · Transitional living
- Acupuncture
- Massage
- Ionic foot detox
- Sauna
- Financial planning
- Problem solving
- Creative thinking
- · CBT
- 12 Step AA/NA
- Smart recovery
- Religious workshops

## We Offer a Well Rounded Program

A well-rounded client is the most likely to achieve lasting sobriety, which is why participation in the above workshops is so strongly encouraged. The hope is that clients will take the skills achieved at Best Drug Rehabilitation out into the greater world when they leave the rehabilitation center. With the help of these techniques, they can prevent relapses and achieve lasting sobriety.

# Best Errug Rehabilitation Policies on Spirituality, Faith and Religious Practices

Bost Drug Rehabilitation is a drug and alcohol treatment program that encourages all students to find their own path to recovery. Some of you may already have a faith of your own: others may be exploring spiritual concepts for the first time or even reexploring the faith of your childhood. Others still may have no interest in the spirituality of the mind and do not seek empowerment through outside means. All faiths are welcome there and we encourage all students to explore their own paths to spirituality. Many of our staff is members of variety of different faiths. In order to make Best Drug Rehabilitation a positive environment for all our students, we have outlined a set of policies involving spiritual practices.

- a) You must respect the rights of others to have their faith or belief system, or lack thereof of a specific religion. You may not disciple, preach or push your faith on another sturbent unless he/she requests information. You must allow them to walk their own path.
- b) You are allowed to practice your faith as you see fit as long as it doesn't violate the program rules, disrupt program services or affect the well being of other clients.
- c) If your faith involves attending church services, we will make every effort to accommodate, but understand that Christian services will probably be limited to non-denominational. Christian service and/or Catholic Mass. We do not have the resources to accommodate every sect of Christian faith. With other faith services, including, Muslim and Judaism, we will attempt to accommodate as well with appropriate services.
- a) You may openly discuss your faith with staff without fear of condemnation, reprisal or invalidation. If the staff member is not a member of your faith and you desire spiritual counseling, he/she may refer you to the appropriate staff member or outside pastor manufact.
- e) Practices involving the lighting of candles, incense or other materials will be limited to the outside due to fire regulations.
- f) The practice of smudging in Nauve American faith can be performed, but only with approval of the Program Director and under the guidance of staff.
- g) You may not invalidate the beliefs of another student at any time. If two students agreed in I wish to have a religious debate and/or discussion, that is permitted as long as both students are in agreement as to the nature of the discussion. Heated discussions or arguments that disrupt others are not permitted.
- The reading of spiritual materials is encouraged. Religious materials are welcome in your room.
- The hanging on the wall of spiritual or religious articles such as crosses, pictures, dream catchers, etc, is not permitted without the consent of all your roommates and the approved or staff.
- j) Certain Native American, South American, and African faiths involve the ingesting of mood altering substances as a part of their ritual. At no time is a student allowed to ingest mood or mind-altering substances regardless of their faith.

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Rest Drug Rehabilitation Representative/Date

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system, enabled family):



Best Drug Rehabilitation 300 Care Center Drive Manistee MI, 49660

Page Name: Date: 3/23/2012

## Best Drug Rehabilitation Recovery, Inc. ENROLLMENT AGREEMENT

This Enrollment Agreement ("Agreement") is entered into by and between Best Drug Rehabilitation, Inc., whose address is 300 Care Center Drive, Manistee, Michigan \$9660, ("Best Drug Rehabilitation"), and

		R):	1
TO:			
ADDI	RESS:	St. Joseph, MI 49085	
PHON	NE:		
DATE	05/22/20	2	
FROM	1: Terry Ta	flor, Intake Counselor	
	Best Dru	Rehabilitation Representative	Parameter.
WHER	EAS, Best Drug R	habilitation provides a Drug and Alco	iol Treatment Program ("Program"), and
		participate in the Program:	
WHER	EAS, if the Client	annot cover the cost of Program by hi	nscif/herself, he/she may elect to have a
Third-l	Party Guarantee ("C	osigner") cover the cost of the Program	
WHER	EAS, if the Client	cannot cover the cost of Program by	himself/herself, he/she may elect to have a
Third-I	Party Guarantee ("C	osigner") cover the cost of the Program	<b>;</b>
WHER	EAS, the Client ha	reviewed and completed the Agreeme	nt, initialed the bottom of each page, and
faxed i	back to Best Drug	Rehabilitation at (269) 964-8273;	
NOW	THEREFORE, In	consideration of the munual promise	set forth in this Agreement, Best Drug
Rehabi	litation and Client (	hereinafter the "Parties") mutually agr	Re as follows:
Y.	CLIENT'S REP	RESENTATIONS: The Client warr	nts that he or she is not a minor and is

I. CLIENT'S REPEESENTATIONS: The Client warrants that he or she is not a minor and is legally competent to execute this Agreement. The Client desires to and does hereby contract with Best Drug Rehab litation for the Client's enrollment in the Program according to the terms and conditions of this Agreement. In entering into and performing under this Agreement, Best Drug

Rehabilitation is relying on all representations and promises of the Client contained or expressed in this Agreement and all other documents and information sheets from the Client to Best Drug

Rehabilitation, and Client expressly warrants the truth and accuracy of the same.

II. ENROLLMENT OF THE CLIENT: Upon the Client's initial payment as set forth in paragraph III, and completion of this Agreement, Client Rules of Conduct and all related documentation, and upon Best Drug Rehabilitation's execution of this Agreement, Best Drug Rehabilitation shall accept the Client for enrollment in the Program, subject to the terms and conditions of this Agreement.

PROGRAM COSTS AND PAYMENT TERMS: A Client enrolling into the Program is primarily responsible for payment of any and all of the Program fees and related charges, and must make full and satisfactory payment arrangements with Best Drug Rehabilitation prior to the Client's entry into the Program. However, as provided in the Recitals of this Agreement, a Cosigner may elect to cover the costs of the Program on behalf of the Client. All payments are nonrefundable except as noted below.

Payment for the standard program (as described in the program description) must be made by one

of the following methods: cash, certified funds, personal check, or credit card. A three percent (3%) administrative fee applies to all credit card payments.

Extra charges for the Withdrawal/Supervised Detoxification portion of the program may apply.

### (A) PROGRAM PAYMENT:

- 1) An initial payment of \$1,000.00 (One Thousand and 00/100 Dollars) is due prior to or upon entry into the Program; and
- 2) The remainder is to be covered by insurance. However, in the event the insurance does not cover the costs these will be the responsibility of the party or parties signing this Agreement. In the event the policy has a no pay penalty clause, (non-completion of the program) and the insurance policy will not cover the costs the party or parties that signed this agreement become responsible for the balance due for the program. In the event your policy becomes defunct for any reason: non-payment of premium, late payment, cartellation, expiration or any other reason for non-coverage, the party or parties signing this agreement are responsible for all program costs.
- (B) NOTICE REGARDING PROGRAM FEES: The above fees are cash scholarship rates; insurance rates may vary. Individual services may cost extra and elective services may be available upon request. In addition, a Client may require a longer stay in Best Drug Rehabilitation's medically supervised detoxification unit. Each additional day is \$1,675.00 (One Thousand Six Hundred Seventy-Pive and 00/100 Dollars).
- (C) INSURANCE: A Client may have medical insurance which thay pay all or some of the Program fees and/or costs. Best Drug Renabilitation accepts insurance as payment and there are two options (Pre-Qualified and Non-Qualified) available for filing the insurance. Under the Pre-Qualified option, Best Drug Rehabilitation will assist the Client or Client's designee in submitting necessary information to the insurance company for reimbursement if the Client calls the insurance company and pre-qualifies the Client before his or her arrival at Best Drug Rehabilitation. Under the Non-Qualified option, Best Drug Rehabilitation will file insurance claims on the Client's behalf with the insurance company.

The Client understands that there is no guarantee the Client will deceive any reimbursement from the insurance company and that the Client's insurance company's rejection does not alter or modify his or her obligation to pay Best Drug Rehabilitation. The client is responsible for paying all Program fees not covered by insurance. If the insurance policy has a no pay penalty clause (for non-completion of the Program) and the insurance policy will not cover the costs of Program, the Client becomes responsible for the balance due for Program fees and costs. If the insurance policy lapses for any reason, the Client is responsible for all Program fees and/or costs. For a Client electing to file his or her own insurance claim, the Client must request reinbursement from his or her insurance company in writing within two (2) days of execution of this Agreement.

For Clients who elect to have Best Drug Rehabilitation file an insurance claim on his or her behalf, any amount collected over the agreed Program amount will be retained by Best Drug Rehabilitation. Such fees and extra charges are considered administrative costs, in connection with billing insurance and extra costs associated with, but not imited to, billing, doctors, nurses, courselors, clinicians, administrative time, and intake. There is also a fifteen percent (15%) charge that applies for Med-Pro Billing Services. A \$398.00 (Three Hundred Ninety-Eight and 00/100 Dollar) processing feet applies to process all insurance forms and to provide necessary codes for the insurance company for a Client electing to file his or her own insurance

claim.

- (D) ADDITIONAL PROGRAM FEES: As a Client withdraws from the use of drugs and alcohol, physical ailments that have been domain from the use of drugs or alcohol, may surface and present a problem with the Client during his or heliprogram. The cost for services to correct these issues is above and beyond the cost of the Program. Additional costs may include dental work, x-rays, hospitalization, prescriptions, etc. Best Drug Rehabilitation requests an additional \$500.00 (Five Himdred and 00/100 Dollars) to cover these costs, which will be deposited in the Client's account. If any medical, dental, or other such expenses exceed \$500.00 (Five Hundred and 00/100 Dollars), the Client accepts responsibility for those additional costs or expenses for said care. If the Client's account reaches a zero balance, all medical benefits provided by Best Drug Rehabilitation will be stopped; however, the Client understands that he or she has the option to seek medical services on his or her own within the surrounding community.
- IV. REFUND POLICY: Best Drug Rehabilitation cus omizes each Client's Program for that individual Client's entire enrollment and reserves a place for the Client in the Program for the entire term. Consequently, program fees and facilities are budgeted in advance. The Client agrees that his or her obligation to pay the Program fees and charges for the full term of the program is absolute and unconditional and is not affected or excused by withdrawal, discharge, or suspension of the Client for any reason, unless otherwise stated herein. The major expense and cost to Best Drug Rehabilitation for the operation of the program is experienced in the earliest days of the Client's participation, including but not limited to, it itial nursing assessment, 24-hour trained withdrawal specialists, 24-hour registered nursing, massage and aromatherapy, evaluations and assessments, physicals (performed by a medical doctor), psychological evaluations (if needed), administrative fees (intake), room and board, books and materials for the entire program, and counseling services. This cost is approximately \$14,900 to Best Drug Rehabilitation.

NO REFUNDS except as follows: If a Client leaves the Program, voluntarily or involuntarily, within the first 7 days of the program (day count begins on the actual day of the Client's arrival, regardless of time), Best Drug Rehabilitation shall be enlitted to 75% of all fees.

The Client understands and acknowledges that he or she is bound by the terms and conditions of this refund policy and the other provisions of this Agreement.

- V. CLIENT ACCOUNTS: Throughout a Client's Program, he or she may be in need of personal items not provided by Best Drug Rehabilitation. These personal items may include shampoo, feminine hygiene products, cigarettes, phone cards, etc. It is important that a Client has money available in his or her personal account for such items. It is against Best Drug Rehabilitation's policy to loan Clients money or to transfer money from mother Client's account to another Client's account. It is the responsibility of the Client to assure money is placed in his/her account for this purpose. Any credit card charge for Client accounts will incur a 10% (ten percent) administrative fee. All money, whether cash or check, that a Client has in his or her possession when he or she enrolls into the Program will go directly into his or her Client account. Upon graduation of suspension from the Program, any money remaining in the Client's account will be returned to the Client in the form of a check.
- VI LOYALTY, RESPECT, AND CONFIDENTIALITY: The Client understands and agrees that, during the course of the Program, the Client may obtain confidential information concerning other Clients and staff ricmbers, including information about his or her private lives, his or her personal and medical histories, and his or her family situations. The Client agrees and acknowledges that such information is to be treated with the utmost confidentiality and shall not be used or disclosed to any third party or any other Client if unrelated to the Client's specific program. The Client

Initial

further agrees that he or she shall not, during or following the Client's departure from the program, successfully or unsuccessfully, disparage or otherwise denigrate the program, Best Drug Rehabilitation or its staff, or other Clients to anyone.

- DISCHARGE OR SUSPENSION FROM THE PROGRAM: The Client may, at his or her VIL request, be discharged from the Program at any time. In addition, the Client may be discharged or suspended from the Program at the sole discretion of Best Drug Rehabilitation, under any of the following circumstances:
  - If the Client breaches any of the terms of the Agreement;
  - If the Client breaches any of the Client Rules of Conduct; B.
  - If the Client engages in activities reasonably determined by Best Drug Rehabilitation to be .C. harmful to the Client, staff, other participants in the Program, or any person.

The Client acknowledge that if he or she decides to leave against medical advice or is involuntarily discharged, he or she shall choose one of the following if the Client is prematurely discharged from

- the Program: A. Hold the Client at the Center for a maximum of 12 hours while the > INITIAL x Client's family or designated representative flies or drives to BDR to pick up the Client. If the Client selects this option, the Client acknowledges that Best Drug Rehabilitation is not liable for false imprisonment or negligence. B. Contact the Client's family of designated representative to make travel > INITIAL x arrangements for the Gient. BDR will bring the Client to the airport, bus terminal, or other transportation hub, so long as the public transportation hub is within 45 miles of BDR. Transportation fees will be paid by the Client. The Client will receive \$10.00 upon discharge unless the Client specifies a smaller amount. The Client's departure on public transportation shall be no later than 8 hours from the time the Client discharges from the program C. Transport the Client to a hotel with \$10.00. (Hotel fees to be paid by the > INITIAL x
- Client). Best Drug Repabilitation will contact the Client's designated representative.
- D. Transport the Client to a sheller with \$10.00. Best Drug Rehabilitation > INITIAL x will contact the Client's designated representative.

Despite the choice selected above. Best Drug Rehabilitation may make its own determination of how to discharge the Client, depending upon the circumstances surrounding the discharge. In the event that the Client is suspended from or otherwise leaves the Program, the Client may reapply for readmission under certain specified criteria. Readmission will depend upon the following:

- (1) meeting the established criteria;
- (2) reapplying and completing an amendment to the Agreement; and
- (3) having his or her requests for readmission approved by the Best Drug Rehabilitation's Executive Council. If the Client is discharged or suspended from the program, his or her status as a Client will cease immediately and Best Drug Rehabilitation will no longer have any responsibility for the

Client's welfare of safety (if the Client is an adult).

The Client understands that if he or she is discharged, suspended, or wishes to leave, that the Client waives the confidentiality of his or her ethics file and Bost Drug Rehabilitation will contact the appropriate parties.

- VIII. CLIENT RULES OF CONDUCT: Except as otherwise stated herein, the Client has been provided with a current copy of the Client Rules of conduct. These rules have been explained to the Client and by signing them, the Client has acknowledged that he or she understands all of these rules and these rules and agrees that the Client will abide by them. Breaking the rules can result in immediate discharge or suspension from the Program. Clients who break the rules will also be subject to Consequential Behavior therapy (three days at the mission or room confinement.)
- IX. LEAVE OF ABSENCE: A Client may not leave the Program except under extreme emergency circumstances. A Client granted a leave must sign a Leave of Absence form. A Client will be allowed a leave of absence only for the following reasons: (1) a verified family emergency, or (2) a verified court hearing which cannot be postponed or rescheduled. Granting leave is at the sole discretion of Best Drug Rehabilitation.

The Client Rules of Conduct are incorporated into this agreement.

- RE-ENTRY FEES: A person returning from a leave of absence, discharge, or suspension must place a waiver accepting responsibility for his or her additional costs incurred if there is a relapse while he or she is away from the Program. From the reaction to gain acceptance and appropriate drug testing and be interviewed by the chiics section to gain acceptance and readmission. The cost of reentry will include the cost of the subsequent withdrawal the Client must program and any other part of the Program that must be redone. Any reentering Client must complete at least 24 hours of withdrawal. Withdrawal carries a minimum fee of \$1,675.00 (One Thousand Six Hundred Seventy-Five and 00/100 Dollars) per day. If a Client fails to pass a drug test, reantry fees shall be at least \$3,500.00 (Three Thousand Five Hundred and 00/100 Dollars).
- XI. ENTIRE ACREEMENT: The Agreement expresses the entire agreement and understanding between the Client and Bess Drug Rehabilitation. Except as expressly stated herein, there are no other representations, warranties, covenants, or undertakings, written or oral, prior to or contemporaneous to the execution of this Agreement between the Client and Best Drug Rehabilitation related to the subject matter of the Agreement. This Agreement can only be amended, supplemented, or changed by a written instrument signed by the Client and Best Drug Rehabilitation.
- XII. SIGNATURES: The Client agrees that he or she may be signing by facsimile or small and affirms and warrants that his or her signature is as valid and enforceable as an original signature.
- XIII. NON-ASSIGNABILITY: The Client's rights and obligations under this Agreement may not be assigned or transferred.
- KIV. SEVERABILITY: in the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the litter shall be deemed to control and the

Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

- XV. RELEASE OF INFORMATION: The parties authorize the release of the Client's information via E-mail, Internet technology, voice mail or US mail. While every effort will be made to maintain confidentiality, Best Drug Rehabilitation accepts no responsibility for the mistransmission that could result in information becoming available to someone other than the intended receiver. Best Drug Rehabilitation shall hardle all such protected health information (also "PHI") pairsuant to the guidelines promulgated in the Health Insurance Portability & Accountability Act ("HIPAA") of 1996.
- XVI. APPLICABILE LAW AND FORUM: This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any action arising from a dispute between the Client arising from or related to the subject matter of this Agreement shall be brought in Calhoun County, Michigan. Best Drug Rehabilitation, as the prevailing party in any litigation arising from or related to the subject matter of this Agreement shall be entitled to recover its actual court costs and reasonable attorney fees.

CLIENT:			BEST DRUG!	EHABILITATION
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Print Name:_			Print Name:	
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## 1 (877) 482-0867

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#### Withdrawal

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- i. They have nucce afully overcome the influence of mond-altering substances.
- 7. The threat of niedical complications during drug use  $\pi$  diskingswall has been eliminated.
- 3. With inavial symptoms have subsided an implant longer an issue.

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Travel Stories

## 1 (877) 482-0867

### **Best Drug Rehabilitation Recovery Phases**

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#### The Best Drug Rehabilitation Program Phases

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Phase Three: Best Drug Rehabilitation Trafi Ing Routines (Communicate, Confront, and Control)

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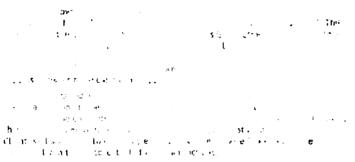
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Phase Four: Bost Drug R-habilitation Life Improvement Courses

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Electives. There are over twenty electives—ffored at Dest Drug Rehabilitation with topics such as: motivation, time management, relationships, organization, main age parentine. Tudy many other. These are offered to offents to help them lock opproblems and is per that they are facing in their lives.

#### Phase Five: The Five Bast Drug Pehabilitation Track Modalities

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#### Phase Six: Recovery Mainter ance at Best Drug Rehabilitation

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#### Phase Sevent The Adversare Program at Best Drug Rehabilitation

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#### Phase Eight: Graduation

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Call for more information on the Best Drug Rehabilitation phases and to find out how you or your loved one can put an end to addiction.

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4550 Middle Road Suite A PO Box 2369 Columbus, Indiana 47203

June 20, 2012

BEST DAY REHABILITATION 121 CAPITAL NE AVENUE BATTLE CREEK, MI 49017

Our records indicate that an overpayment of \$ 6,050.00 was made on the following claim(s):

Patient (s):

Patient Account Number

Date of Service: 02-23-2012 thru 04-07-2012

Amount Paid: \$38,331.25

Check #:

### Reason for Overpayment:

☑ Both patient and insurance company paid on the account

Other: At the time of payment, we were not aware that the patient had paid a \$7,500 down payment for services. After complete consideration of claims from your facility, the patient's responsibility is only \$ 1,450.00. This results in an overpayment of \$6,050.00. Upon receipt of your \$6,500 refund, we will reprocess the claim and adjust/update the payment to the insured.

Please make your refund check payable to: Brown County Schools EBT, PO Box 2369, Columbus, IN 47202. If you have any questions, please call our office at (812) 378-9960 or (800) 880-9960.

We request that you expedite this refund request. We expect to receive the monies due within 10 business days

Thank You,

Jammus Mour

Tammy Shaw

Senior Benefit Analyst

Cc

Mike Thomasson, Attorney David & Janis Shaffer, Insured

Dept. of Attorney General
Consumer Protection Division

NOV 0 7 2012

RECEIVED

October 23, 2012

Bill Schuette, Attorney General State of Michigan Department of Attorney General P.O. Box 30213 Lansing, MI 48909

> Refer to AG No: 2012-cp08071834144-A RE: Best Drug Rehabilitation Center

Dear Mr. Schuette,

We received your report and the correspondence you received from Best Drug Rehabilitation Center.

There were many things in the Best Drug Rehabilitation report for which we would like to provide further documentation. We feel their documentation still did not provide evidence that there was no consumer deception. In fact, the attached documentation shows that there is further consumer deception.

- 1. All of the books used in the program were Scientology and based on the works of L. Ron Hubbard, founder of Scientology. This was their treatment program and the completion of these workbooks was required before a patient could be released. This certainly contradicts their statement that the program was not Scientology-based and it also negates their promise that the treatment program was tailored to each client's individual needs. The only tailoring was what the client did in the evenings when not in mandatory programs. Their "Life Improvement Courses", as discussed in their original website, were all books based on the works of L.Ron Hubbard and nothing was ever said about that or Scientology.
- 2. BDR lied in telling us that the program was going to be 60 days with the cost from \$21,900 to about \$25,000. It ended up being \$39,781 and would have been more had I not insisted that they allow of finish his books to get a letter of completion after 45 days at BDR-\$14,00 more and 15 days less that their estimate.
- 3. BDR had NO intention of ever paying the refund back until our insurance company got involved. In fact they tried to get us to sign a "Settlement" for less and the promise of confidentiality! We actually think saying they were not going to refund the money was a ploy to get a "Hush" Settlement signed because so many people in the treatment facility had similar problems. Unfortunately, we feel sure many people have had to sign such agreements so complaints could not be made.

Attached is more detail to support some of our concerns. There were many other concerns but these are the only ones for which we feel there is sufficient documentation to show BDR's deception and unethical practices. They are misrepresenting and cheating many consumers and we hope this documentation helps you in your role to advocate and protect other consumers in the State of Michigan.

Please let me know if you have further questions or if we can be of further assistance.

Regards,

#### Scientology-

- Copies of the website information I copied at the time and attached from 3/27/12 shows NO mention of Scientology.
   These were from their website of www.bestdrugrehabilitation.com
   Please note on all three of the website pages there is NOT one mention of Scientology. See Appendix A
- 2. In the "Treatment Phase" of the <u>www.bestdrugrehabilitation.com</u> site it talks about Phase 4: Life Improvement Courses with NO mention of Scientology.
- 3. Please note that the pages BDR attached under their Appendix A are not the normal Best Drug and Alcohol Rehabilitation website, but another site found only if the key word of "Scientology" is also added. Consumers would NOT find this unless they were looking for a Scientology Program. Please note that site is different than the site found when searching for Best www.bestdrugrehabilitation.com/scientology.
- 4. In a conversation with the Intake Counselor, Jamie Mann, a week after was admitted to BEST I expressed concern that the program was Scientology because had told us that all he was doing was working in a Scientology book. Jamie said the first week was based on 3 principles that Alan Hubbard used, but that it was NOT Scientology and they would be moving on past any teachings after the first week so not to worry.
- 5. Listed below are the books brought home that he had been using the entire time and were REQUIRED regardless of the track chosen. See copies of the covers of all of the books in *Appendix B* 
  - "Basic Study Manual, Based on the Works of L. Ron Hubbard", ISBN: 1-58460-000-4
  - "Narconon- Thereapeutic TR Course" Based on the Works of L. Ron Hubbard
  - "Overcoming Ups & Downs in Life"- Based on the Works of L. Ron Hubbard, "A Scientology Life Improvement Course"
  - "How To Get Motivated"- Based on the Works of L. Ron Hubbard," A Scientology Life Improvement Course"
  - "How to Improve Relationship with Others"-Based on the Works of L. Ron Hubbard, "A Scientology Life
     Improvement Course"
  - "The Way to Happiness Course"- L. Ron Hubbard
  - "The Way to Happiness- A common Sense Guide to Better Living", L. Ron Hubbard ISBN: 978-1-59970-053-3
- 6. Please see BDR's own documentation on page 2 of their Appendix A (provided to the Attorney General on 10/15/12) of Best Drug Rehabilitation and Scientology website (where they have marked with an arrow) that "Best Drug Rehabilitation is not a Scientology-based program". Also note that is their Scientology website.
- 7. All morning and all afternoon each day except Sunday was spent at tables completing the Scientology Workbooks and that was about 90% of their treatment program. There was no choice in completing the workbooks and in fact they would not release until all of the workbooks were finished as that was their point of graduation.
- 8. Any other of the religious affiliations that were mentioned on the web site consisted of going to church one of the nights or having access to a bible to read in the evening after the classes. The had selected the Native American Indian path and that consisted of a meeting one or two times a week in the evening for an hour. That was used as a reward and was taken away if there were any infractions during the day.

- 9. When I called to check on sprogress I was told that he MUST complete all of the workbooks before they could release him, but after about 4 weeks it was becoming very clear that they kept having him do things over and over. They knew that seeded to complete the program or our insurance might not have paid any of the cost involved. We had primary and secondary insurance so as long as they could keep him there, they could keep collecting from the companies.
- 10. When he finished his books, they were starting him on one of the books for a second time. That is when I said they needed to get him finished as they seemed to be prolonging his stay (I believe since we had excellent insurance). It was only after several strong conversations with Elizabeth from Ethics and Amber the Director that I finally told them we were coming to pick him up and I expected a letter of completion upon our arrival.

#### Native American Selection-

- 1. did select the Native American Selection, but this consisted of only very limited classes one or 2 times a week in the evening for an hour, but it had nothing to do with graduation or completion of the requirements.
- 2. Physical Fitness consisted of a pickup basketball game in the evenings if he wanted to play.
- 3. Church services could be attended a couple nights a week if they wanted to go.

#### Finances-

- 1. As shown in the documentation BDR attached in their Appendix D, another " had to pay an initial payment of \$1,000. This was NOT our contract or our have attached the contract they has us sign under Appendix C.
- 2. You can see that in our contract (page 2) the initial payment was \$7,500 for the exact same services. Again, I feel they knew we could pay more and we also had primary and secondary insurance (which they verified before we were accepted) so there really was no reason for us to have a higher down payment than someone else!
- 3. We were told by the intake counselor that the cost of the program would be between \$21,900 and \$25,000 and was for a 60 day program. As the program progressed, and we became more upset with the lack of treatment and counseling, they could not tell us how much the program cost per day or how much we had spent to that point. We were in a difficult position also because if the left early, our insurance might not have paid anything.
- 4. By April 26th our primary insurance company paid \$38,331 out of \$39,781 due (a statement to this effect can be requested if necessary to support this date and amount). With our \$7500 deposit down, there was an overpayment of \$6050, but BDR did not report the deposit to our insurance company. That meant that BDR had been overpaid \$6050. The \$7500 was paid first BEFORE any insurance payments so BDR definitely knew they had been overpaid.
- 5. I started on May 21<sup>st</sup> to try and get this refund back since BDR had received all money due from the insurance company in excess of \$6050. Please note this was almost a month after our insurance company had paid all of the bills totaling \$38,331 in addition to our \$7500 paid on 2/23. I talked with Lindsey in the accounting office on 5/21, 5/24, left message for Intake counselor on 5/24, left message for CFO (Steve) to call me on 5/25, 5/28, left another message for intake counselor on 5/29, left message for Jessie (CFO's assistant) on 5/29 and finally talked with Steve's assistant Jessie Daniels on 5/31.

- 6. On 5/31 Jessie said she would talk with Steve (CFO) about scase and she called me back on 5/31 to tell me that the CFO said they could only give us back \$3500 at most. I told her that we were due \$6050 for the overpayment so she eventually said she would go back to talk with Steve. They were not offering a refund but wanted a "Settlement" to which they thought I would agree just to get anything back.
- 7. On 6/1 I talked with Jamie Mann, Intake Counselor, and he said he would talk with the finance office. He confirmed that he had told us when we admitted that if our secondary insurance kicked in and everything was paid, we would get the \$7500 back. In that 6/1 conversation Jamie said that the CFO decided on that, but he would put in a good word for us.
- 8. On 6/6 Jessie (CFO's Assistant) told us that the CFO had met with Board of Directors and they would agree to a \$5,000 Settlement but we would have to sign the "Confidential Release and Settlement Agreement" before they would make a refund Appendix D. There was no explanation as to why they were not going to refund the total amount due but that the \$5,000 would not be refunded if the settlement was not signed. As you can see they were looking for a "settlement" where they required confidentiality rather than a refund due.
- 9. We talked with our insurance company and they were very upset that our refund was not being issued. They sent a certified letter on June 20, 2012 (with their attorney copied) that requested a refund to them based on the fact that they had overpaid because BEST had not shown the \$7500 deposit that was paid initially (see letter attached).
- 10. As per the documentation BDR supplied to the Attorney General, they said "the timing of insurance payments often overlaps with billings", but they already had all of their money from the insurance company as well as our initial down payment. Our insurance company had all bills from BDR paid by April 26, 2012. This was almost 2 months after all payment had been made.

## Appendix A

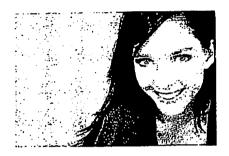


Call us Today! Toll Free (888)202-5610

Home About What Clients Say Alcohol Cocaine Drug Rehab

We don't save lives...we teach you how to save yours.

### **About**



Offering an innovative approach to drug and alcohol recovery, Best Drug Rehabilitation provides addiction treatment that is designed to heal the whole person, body, mind and spirit. Private facilities and highly qualified and caring staff welcome clients of all creeds, faiths and religions to a multicultural environment.

## Best Drug Rehabilitation Offers Multiple Pathways for Rehabilitation

The treatment centers of Best Drug Rehabilitation offer multiple pathways for rehabilitation that are tailored to each client's individual needs. Each person is encouraged to choose their own pathway to recovery through many different rehabilitation therapies that can be designed to give him or her a voice in their own healing process. Best Drug Rehabilitation believes that this freedom to choose will result in a more successful rehabilitation than might be experienced in a more rigid drug and alcohol rehabilitation program where all clients must follow one set process.

Some of the Best Drug Rehabilitation pathways to healing include:

- Holistic Rehabilitation
- Massage Therapy and Acupuncture Therapy
- Vitamin and Nutritional Therapy
- Sauna and Fitness Therapy
- Group, Individual and Family Counseling
- Educational Programs & Self Help Programs
- Standard Withdrawal and Medical Supervised Detoxification

At Best Drug Rehab, we have sought to bring together many different trained, licensed professionals or certified recovering members of many different modalities that have a background in the addictions field.

Feel free to call and speak with a certified counselor if you have any questions on our unique approach to recovery through our program. We don't save lives...we teach you how to save yours.

### Contact Us Online

Addicts First Name

Addiets Last Name

Contact Name

Email-

Phone

Submit

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- About
- Alcohol Addiction
  - Alcoholism
  - Alcohol Poisoning
  - Alcohol Withdrawal

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### Call Best Drug Rehabilitation to Learn More About Our Treatment Options

If you or someone you know needs help to overcome a drug or alcohol addiction, Best Drug Rehabilitation counselors are available by phone to answer your questions. You can also call to find out about financing options and our program offerings and then begin the journey to recovery at a Best Drug Rehabilitation center near you.

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- Drug Alcohol Rehabilitation
- Cocaine Addiction
- . Drug Abuse Addiction
- Effects of Meth
  - Crystal Meth Addiction Help
- Drug Rehab
  - Christian Rehab
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  - Drug Rehab Centers
  - · Holistic Drug Rehab
  - · Successful Drug Rehab
- Drug Rehabilitation
  - Rehabilitation Drug Center
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  - . Drug Treatment Facility
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- Substance Abuse Treatment Centers
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- What is Intervention
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Call us Today! Toll Free (888)202-5610

Home About What Clients Say Alcohol Cocaine Drug Rehab



We don't save lives...we teach you how to save yours.

### **Drug Treatment Rehabilitation**

Whether this is your first journey or a relapse, our drug treatment rehabilitation facility is prepared to assist you through the treatments.



### Getting Drug Treatment Rehabilitation

<u>Drug treatment</u> will vary from client to client, but all clients will discover that they share similar effects that may have altered how they think and respond to

circumstances. The first drug treatment rehabilitation lessons are to acknowledge the disorder, and learn new behavioral responses to the urges that control our minds today. The treatments involve physical, emotional, and spiritual sessions. Our clients and family are taught to understand the responses and triggers to these past behaviors.

Understanding the values of our drug treatment rehabilitation and learning to incorporate them into your daily life activities are part of the recovery process. Sharing your experiences with our staff during one on one sessions and group therapies are significant to removing past barriers which may have prevented recovery. Our staff guides our clients through this challenging passage and helps by monitoring our client's progress throughout the drug treatment rehabilitation.

### Recovery Through Drug Treatment Rehabilitation

Our clients begin to learn and understand the effects drugs have had on their bodies, and that without recovery the effects could be fatal. Our methods of transition allow our clients to return to society without the danger of confusion. Working with our <u>drug treatment center</u> staff, they begin to develop a customized plan for the client. It's a personalized method that our clients incorporate into their daily lives as they accept that recovery is a lifetime commitment.

At Best Drug Rehab, we have sought to bring together many different trained, licensed professionals or certified recovering members of many different modalities that have a background in the addictions field.

Feel free to call and speak with a certified counselor if you have any questions on our unique approach to recovery through our program. We don't save lives...we teach you how to save yours.

#### **Contact Us Online**

Addiets First Name

Addicts Last Name

Contact Name

Email

Phone-

Submit

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#### **Pages**

- About
- Alcohol Addiction
  - Alcoholism
  - Alcohol Poisoning
  - Alcohol Withdrawal

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Our staff builds trust between our clients, helping our clients to re-establish confidence and self-esteem. It's this self-assurance that our clients take with them as they leave our drug treatment rehabilitation facility and return to their own lives, friends, and family.

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# Home # About # What Clients Say # Alcohol # Cocains # Drug Rehab

- Drug Alcohol Rehabilitation
- Cocaine Addiction
- Drug Abuse Addiction
- Effects of Meth
  - Crystal Meth Addiction Help
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  - Christian Rehab
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  - Successful Drug Rehab
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- About Us
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- Success Stories

### Call Now To Speak To A Counselor 1 (855) 518-9428

### **Facility Tour**

- Home
- About Us
- Treatment Phases
- Steps to Successful Treatment
- One On One Counseling
- Detox
- Programs We Offer
- Faith-Based Recovery
- Holistic Rehab
- Native American Treatment
- Spirit Rehab
- Self-Help Rehab
- Drug Rehab Aftercare
- Success Stories
- Frequently Asked Questions
- Financing
- Licensing and Accreditations

### Get Help Today!

Best Drug Rehabilitation offers some of the most successful addiction treatment programs and rehabilitation recovery. Call 1 (855) 518-9428 anytime of day, or simply fill out the short form below:

**Addicts First** 

Name-

One of our caring, compassionate addiction rehabilitation counselors will contact you shortly.

**Addicts Last** 

Name

### **Treatment Phases**

Contact Name-

Email-

Best Drug Rehabilitation is a cutting edge, new approach, and unique model for drug and alcohol addiction in a residential setting. Best Drug Rehabilitation believes that addictive behaviors can be changed through a holistic approach of body, mind and spirit collectively. It is believed that an addict needs to find the recovery system that they are most receptive to in order to

Submit

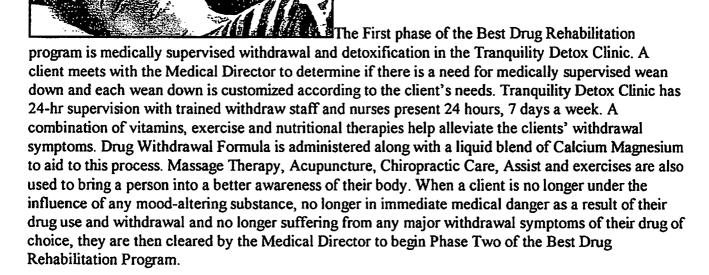
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successfully recover from addiction. Best Drug Rehabilitation offers five separate modalities in which an addict can recover; Holistic, Cognitive, Self-Help, Faith-Based, and Indigenous. Best Drug Rehabilitation believes in "Empowerment through Choice". When an addict has input into the treatment that they are receiving, their chance of success is much greater.

### **Best Drug Rehabilitation Treatment Phases**

Phase 1: Medically Supervised Withdrawal and Detoxification



### Phase 2: Orientation to the Program

The Second phase of the program begins with the client being introduced to one of our Intake Assessment Staff members. An assessment is done to determine what the client is receptive to and the client is informed of their role in the program while at the facility. Best Drug Rehabilitation utilizes Ethic's Officers to help keep discipline, responsibility and accountability enforced at all times. Ethics Officers are responsible for ensuring adherence to the Client Rules of Conduct. The client is oriented to the Rules of Conduct governing the program, assigned a room, and given a tour of the building. The client is then seen by the Senior Case Manger and the Case Management Team. Here, the client will be assigned an individual counselor whom they will meet with for an individual one-on-one counseling and then continue to see on a weekly basis during their stay at the facility.

### Phase 3: Training Routines: Communicate, Confront and Control

First, Best Drug Rehabilitation works with clients on the basics of good communication skills. If an addict can learn to communicate well, he or she can deal with tough issues. Otherwise, there will be a tendency to introvert and never handle the situation.

Next, Best Drug Rehabilitation teaches clients how to confront their issues. Best Drug Rehabilitation believes that an addict must learn to confront everyday problems, issues, relationships, finances and any other roadblocks that are detouring them. Confronting an issue does not make it a problem. On the contrary, once an issue is confronted, a solution can be adapted and it is no longer a problem.

The Best Drug Rehabilitation client completes exercises over and over again, until he or she is proficient at confronting any situation at any given time. Best Drug Rehabilitation clients learn to be more comfortable around others and find that the pull to revert to addictive behaviors becomes less powerful. The recovering addict learns how to confront and handle old friends, situations, people and places by applying new skills learned in the Best Drug Rehabilitation training.



Finally, Best Drug Rehabilitation teaches individuals how to regain personal control of their lives. Individuals work with a partner in a college-like classroom setting, assisted by a Best Drug Rehabilitation supervisor. They learn to handle difficult situations without using physical force and how to become fully responsible in a social and drug-free setting. Best Drug Rehabilitation supervisors drill with the clients in "live" situations that are set up to be much tougher than normal life situations.

Successfully completing these steps demonstrates to Best Drug Rehabilitation staff, the willingness and ability to handle the rest of the program. Confront, Communicate and Control all situations and issues. It sounds simple, because it is.

### Phase 4: Life Improvement Courses

A core component of Best Drug Rehabilitation is the emphasis on self-improvement and learning new patterns of thinking and behavior. Best Drug Rehabilitation utilizes a variety of courses to assist in this process.

1. Learning Improvement Course enables students to advance their reading and comprehension skills. Once this course is completed, the person is able to grasp and apply fully all the steps of study and application that follows. One of the biggest stumbling blocks for substance abusers in early recovery from addiction, is incorrectly processing information that could be vital towards their long-term recovery. In Learning Improvement, students learn the proper techniques of study to more fully understand the material, recognize the stumbling blocks or barriers to study, and learn techniques to apply the material so that it is relevant to their own life. Once students gain these skills, proper understanding of their addictions and the process of recovery becomes more real for them.

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- 2. Personal Values and Integrity Course: In this course, the student learns about their ethics, morals, responsibility, and how integrity is lost and exactly how it can be restored. Part of the healing process is for the student to shed his misdeeds of the past and gain relief from guilt of those misdeeds. The student, who no longer feels guilty about his past, is able to improve choices in life by applying the basic concept of ethics and morals, moving them forward into a positive future. Students also learn to make better choices regarding, not only their survival, but also the survival of their families, work groups, and mankind. This helps to remove the student from the often self-centered focus that addiction causes and better able to become a contributing member of the family and society. In this course, students will learn to take accountability for their actions, decrease the chances of repeating the same behaviors, and become free from their past.
- 3. Way to Happiness Course enlightens the student on 21 guidelines that cover moral and ethical codes that will give them subjective reality on where they have gone and exactly how to do better in the future. This will result in a better way of living and a happier, more productive person.
- 4. Electives are offered to allow students an opportunity to individualize the program and focus on problems and issues that affect their lives due to their substance abuse history. There are over 20 elective courses offered, such as Marriage, Parenting, Self-Confidence, You Can Trust, Relationships, Organize for Success, How to Get Motivated, Effective Time Management, and many more.

### Phase 5: Track Modalities

The Fifth phase of the Best Drug Rehabilitation Program is the five separate tracks that are offered at the facility. Listed below are the separate tracks and what is offered by each.

- 1. The Self-Help Enhancement Track allows the client, who is either a believer or has interest in self-help support groups, fellowships, and other recovery communities, to work on self-motivated recovery. Clients on this track will attend Narcotics Anonymous meetings, Alcoholics Anonymous meetings, attend lectures by recovering addicts and enjoy guided meditation sessions.
- 2. The Indigenous Track allows the client to focus on the culturally relevant recovery materials and methods that have been developed by White Bison, Inc. for the Native American Wellbriety movement. In the Indigenous track our clients learn not only how to heal from their addiction, but also how to heal themselves physically, mentally, emotionally, and spiritually.
- 3. The Faith-Based Track is for the client who is a believer or has an interest in the teachings of Jesus Christ or has other religious or spiritual beliefs. Clients on this track will attend Church services, Christian 12-step meetings, and/or sermons and lectures by ordained ministers and priests. Clients will also participate in pastoral counseling and guided Bible study and scripture.
- 4. The Holistic Track allows a client to participate in yoga, Aikido and other martial art training, guided imagery meditation sessions, Reiki energy and healing techniques and also acupuncture. Clients on this track believe that empowerment over addiction comes from within one's self.
- 5. The One on One Therapy Track uses counselors who have graduated many different modalities of treatment and found that walking with an addict through one-one-one counseling makes all the difference in whether or not a former addict walks out with their head held high

3/1/2012 11:34 AM

aware of their environment and surroundings and at peace with those they care about.

### Phase 6: Recovery Maintenance

The Sixth phase of the program is Recovery Maintenance. During this portion of the program, clients will work on a Relapse Prevention Plan that will help them to identify potential relapse situations and triggers. The Relapse Prevention plan plays out separate scenarios that are common in recovery and places emphasis on handling the potential relapse. Also part of this process is a relapse prevention checklist.

#### Phase 7: Aftercare

The Seventh phase of the program is Aftercare. The client will meet with the Aftercare Department and begin to work out a stable plan for what the client will be doing after the next phase of the program; graduation. With the help of an Aftercare Specialist the client will locate recovery meetings in their immediate area, determine what area is best suitable to live in and maintain sobriety and begin to form their recovery support network. Our staff will composite telephone numbers of friends and family to help with the transition back into society. Aftercare can help with housing, job hunting, government benefits, further education and even the armed services.

#### Phase 8: Graduation

The Eighth phase of the program is the graduation ceremony. Family and friends of the graduating clients are invited and encouraged to come and support their loved one and their accomplishment. During the ceremony, the client will receive a certificate for completion of the Best Drug Rehabilitation program.

### Phase 9: Aftercare Follow-up

The Ninth phase of the Best Drug Rehabilitation program is the continued Aftercare. After the client successfully completes and graduates the program, they are moved on to a daily call list from the Aftercare Department for the first two weeks that the client is back in society. After the initial two weeks, weekly calls are made for the next four weeks. After the weekly calls, monthly calls are made up to one year from the graduation date. If a client is struggling, they are moved back onto daily calls. Aftercare is always available for the client to utilize for providing letters of reference, helping to find recovery meetings, as well as providing all the benefits that aftercare offered while the client was in the program.



5 of 6 3/1/2012 11:34 AM

Best Drug Rehabilitation can help anyone in need; Call to learn more about our treatment phases or to begin recovery!



Best Drug Rehabilitation Services

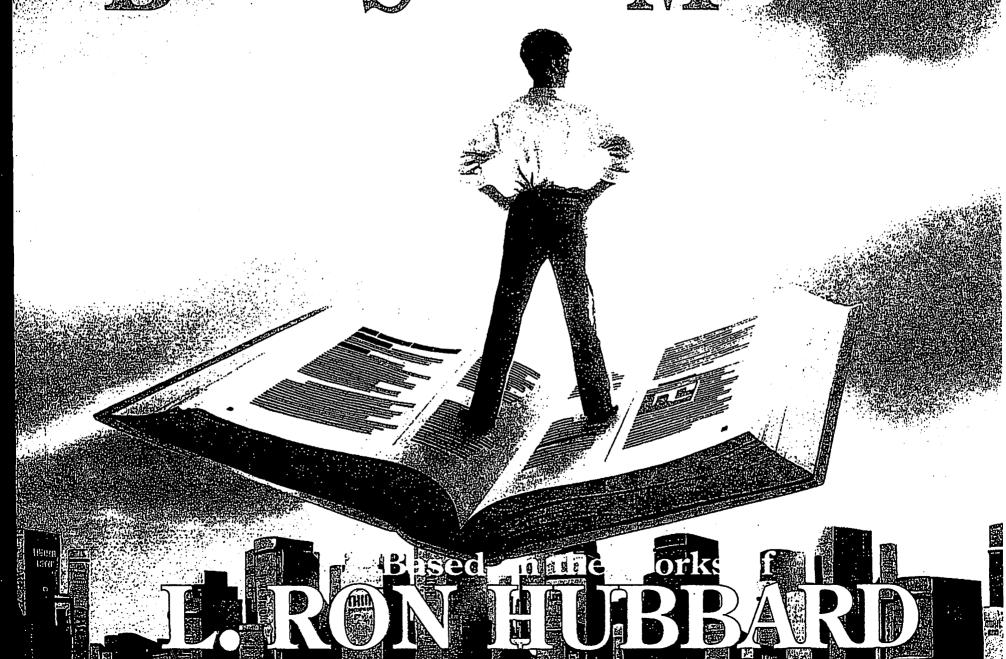
Best Drug Rehabilitation Services

Sitemap

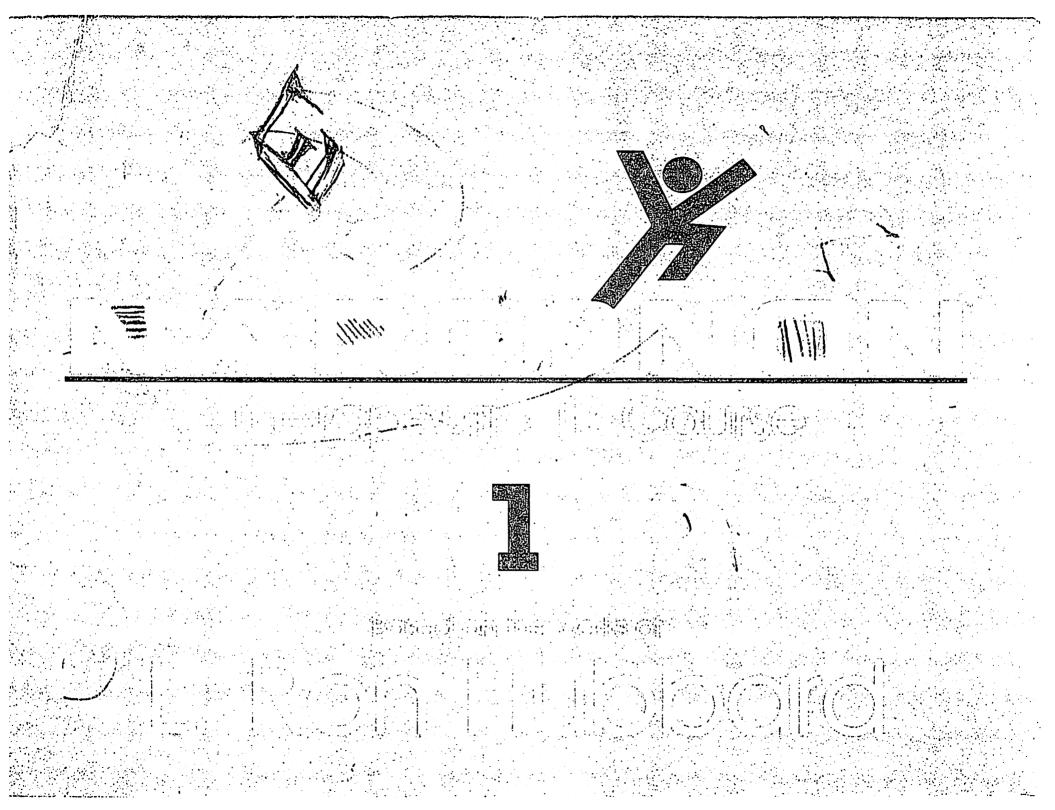
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## Appendix B

# ASIC

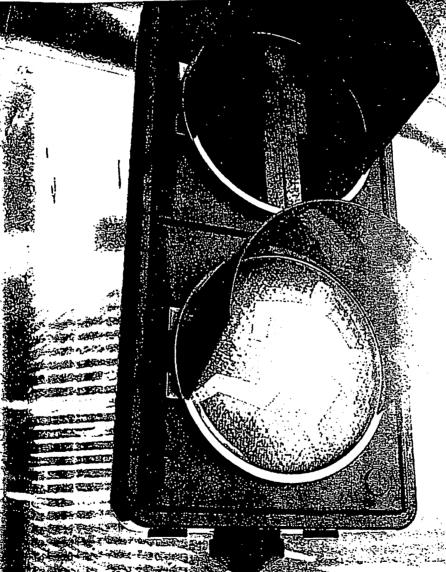


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A SCIENTOLOGY LIFE (S) IMPROVEMENT COURSE

# Haw to Get Manager 1990 - 1990



BASED ON THE WORKS OF

A SCIENTOLOGY LIFE (S) IMPROVEMENT COURSE

# OVERCOMING DESCRIPTIONS UNU UNITE

BASED ON THE WORKS OF



A COMMON SENSE GUIDE TO BETTER LIVING

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A SCIENTOLOGY LIFE (S) IMPROVEMENT COURSE

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### - Appendix C

### Best Drug Rehabilitation Recovery, Inc. ENROLLMENT AGREEMENT

This Enrollment Agreement ("Agreement") is entered into by and between Best Drug Rehabilitation, Inc., whose address is 300 Care Center Drive, Manistee, Michigan 49660, ("Best Drug Rehabilitation"), and

TO:	for	
ADDRESS:	Nashville, IN 47448	
PHONE:		
DATE:	2/23/2012	
FROM:	Jamie Mann, Intake Counselor	_
	Best Drug Rehabilitation Representative	

WHEREAS, Best Drug Rehabilitation provides a Drug and Alcohol Treatment Program ("Program"), and Client desires to enroll and participate in the Program:

WHEREAS, if the Client cannot cover the cost of Program by himself/herself, he/she may elect to have a Third-Party Guarantee ("Cosigner") cover the cost of the Program;

WHEREAS, if the Client cannot cover the cost of Program by himself/herself, he/she may elect to have a Third-Party Guarantee ("Cosigner") cover the cost of the Program;

WHEREAS, the Client has reviewed and completed the Agreement, initialed the bottom of each page, and faxed it back to Best Drug Rehabilitation at (269) 964-8273;

NOW THEREFORE, In consideration of the mutual promises set forth in this Agreement, Best Drug Rehabilitation and Client (hereinafter the "Parties") mutually agree as follows:

- CLIENT'S REPRESENTATIONS: The Client warrants that he or she is not a minor and is legally competent to execute this Agreement. The Client desires to and does hereby contract with Best Drug Rehabilitation for the Client's enrollment in the Program according to the terms and conditions of this Agreement. In entering into and performing under this Agreement, Best Drug Rehabilitation is relying on all representations and promises of the Client contained or expressed in this Agreement and all other documents and information sheets from the Client to Best Drug Rehabilitation, and Client expressly warrants the truth and accuracy of the same.
- II. ENROLLMENT OF THE CLIENT: Upon the Client's initial payment as set forth in paragraph III, and completion of this Agreement, Client Rules of Conduct and all related documentation, and upon Best Drug Rehabilitation's execution of this Agreement, Best Drug Rehabilitation shall accept the Client for enrollment in the Program, subject to the terms and conditions of this Agreement.
- PROGRAM COSTS AND PAYMENT TERMS: A Client enrolling into the Program is primarily responsible for payment of any and all of the Program fees and related charges, and must make full and satisfactory payment arrangements with Best Drug Rehabilitation prior to the Client's entry into the Program. However, as provided in the Recitals of this Agreement, a Cosigner may elect to cover the costs of the Program on behalf of the Client. All payments are nonrefundable except as noted below.

Payment for the standard program (as described in the program description) must be made by one

Initial\_

of the following methods: cash, certified funds, personal check, or credit card. A three percent (3%) administrative fee applies to all credit card payments.

Extra charges for the Withdrawal/Supervised Detoxification portion of the program may apply.

### (A) PROGRAM PAYMENT OPTIONS:

1) An initial payment of \$7,500 (Seven Thousand Five Hundred and 00/100 Dollars) is due prior to or upon entry into the program; and

- 2) The remainder is to be covered by insurance. However, in the event the insurance does not cover the costs these will be the responsibility of the party or parties signing this Agreement. In the event the policy has a no pay penalty clause, (non-completion of the program) and the insurance policy will not cover the costs the party or parties that signed this agreement become responsible for the balance due for the program. In the event your policy becomes defunct for any reason: non-payment of premium, late payment, cancellation, expiration or any other reason for non-coverage, the party or parties signing this agreement are responsible for all program costs.
- (B) NOTICE REGARDING PROGRAM FEES: The above fees are cash scholarship rates; insurance rates may vary. Individual services may cost extra and elective services may be available upon request. In addition, a Client may require a longer stay in Best Drug Rehabilitation's medically supervised detoxification unit. Each additional day is \$1,675.00 (One Thousand Six Hundred Seventy-Five and 00/100 Dollars).
- (C) INSURANCE: A Client may have medical insurance which may pay all or some of the Program fees and/or costs. Best Drug Rehabilitation accepts insurance as payment and there are two options (Pre-Qualified and Non-Qualified) available for filing the insurance. Under the Pre-Qualified option, Best Drug Rehabilitation will assist the Client or Client's designee in submitting necessary information to the insurance company for reimbursement if the Client calls the insurance company and pre-qualifies the Client before his or her arrival at Best Drug Rehabilitation. Under the Non-Qualified option, Best Drug Rehabilitation will file insurance claims on the Client's behalf with the insurance company.

The Client understands that there is no guarantee the Client will receive any reimbursement from the insurance company and that the Client's insurance company's rejection does not alter or modify his or her obligation to pay Best Drug Rehabilitation. The client is responsible for paying all Program fees not covered by insurance. If the insurance policy has a no pay penalty clause (for non-completion of the Program) and the insurance policy will not cover the costs of Program, the Client becomes responsible for the balance due for Program fees and costs. If the insurance policy lapses for any reason, the Client is responsible for all Program fees and/or costs. For a Client electing to file his or her own insurance claim, the Client must request reimbursement from his or her insurance company in writing within two (2) days of execution of this Agreement.

For Clients who elect to have Best Drug Rehabilitation file an insurance claim on his or her behalf, any amount collected over the agreed Program amount will be retained by Best Drug Rehabilitation. Such fees and extra charges are considered administrative costs, in connection with billing insurance and extra costs associated with, but not limited to, billing, doctors, nurses, counselors, clinicians, administrative time, and intake. There is also a fifteen percent (15%) charge that applies for Med-Pro Billing Services. A \$398.00 (Three Hundred Ninety-Eight and 00/100 Dollar) processing fee applies to process all insurance forms and to provide necessary codes for the insurance company for a Client electing to file his or her own insurance claim.

- (D) ADDITIONAL PROGRAM FEES: As a Client withdraws from the use of drugs and alcohol, physical ailments that have been dormant from the use of drugs or alcohol, may surface and present a problem with the Client during his or her program. The cost for services to correct these issues is above and beyond the cost of the Program. Additional costs may include dental work, x-rays, hospitalization, prescriptions, etc. Best Drug Rehabilitation requests an additional \$500.00 (Five Hundred and 00/100 Dollars) to cover these costs, which will be deposited in the Client's account. If any medical, dental, or other such expenses exceed \$500.00 (Five Hundred and 00/100 Dollars), the Client accepts responsibility for those additional costs or expenses for said care. If the Client's account reaches a zero balance, all medical benefits provided by Best Drug Rehabilitation will be stopped; however, the Client understands that he or she has the option to seek medical services on his or her own within the surrounding community.
- IV. REFUND POLICY: Best Drug Rehabilitation customizes each Client's Program for that individual Client's entire enrollment and reserves a place for the Client in the Program for the entire term. Consequently, program fees and facilities are budgeted in advance. The Client agrees that his or her obligation to pay the Program fees and charges for the full term of the program is absolute and unconditional and is not affected or excused by withdrawal, discharge, or suspension of the Client for any reason, unless otherwise stated herein. The major expense and cost to Best Drug Rehabilitation for the operation of the program is experienced in the earliest days of the Client's participation, including but not limited to, initial nursing assessment, 24-hour trained withdrawal specialists, 24-hour registered nursing, massage and aromatherapy, evaluations and assessments, physicals (performed by a medical doctor), psychological evaluations (if needed), administrative fees (intake), room and board, books and materials for the entire program, and counseling services. This cost is approximately \$14,900 to Best Drug Rehabilitation.

NO REFUNDS except as follows: If a Client leaves the Program, voluntarily or involuntarily, within the first 7 days of the program (day count begins on the actual day of the Client's arrival, regardless of time), Best Drug Rehabilitation shall be entitled to 75% of all fees.

The Client understands and acknowledges that he or she is bound by the terms and conditions of this refund policy and the other provisions of this Agreement.

- V. CLIENT ACCOUNTS: Throughout a Client's Program, he or she may be in need of personal items not provided by Best Drug Rehabilitation. These personal items may include shampoo, feminine hygiene products, cigarettes, phone cards, etc. It is important that a Client has money available in his or her personal account for such items. It is against Best Drug Rehabilitation's policy to loan Clients money or to transfer money from another Client's account to another Client's account. It is the responsibility of the Client to assure money is placed in his/her account for this purpose. Any credit card charge for Client accounts will incur a 10% (ten percent) administrative fee. All money, whether cash or check, that a Client has in his or her possession when he or she enrolls into the Program will go directly into his or her Client account. Upon graduation of suspension from the Program, any money remaining in the Client's account will be returned to the Client in the form of a check.
- VI. LOYALTY, RESPECT, AND CONFIDENTIALITY: The Client understands and agrees that, during the course of the Program, the Client may obtain confidential information concerning other Clients and staff members, including information about his or her private lives, his or her personal and medical histories, and his or her family situations. The Client agrees and acknowledges that such information is to be treated with the utmost confidentiality and shall not be used or disclosed to any third party or any other Client if unrelated to the Client's specific program. The Client further agrees that he or she shall not, during or following the Client's departure from

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successfully or unsuccessfully, disparage or otherwise denigrate the program, Best Drug Rehabilitation or its staff, or other Clients to anyone.

- DISCHARGE OR SUSPENSION FROM THE PROGRAM: The Client may, at his or her VIL. request, be discharged from the Program at any time. In addition, the Client may be discharged or suspended from the Program at the sole discretion of Best Drug Rehabilitation, under any of the following circumstances:
  - If the Client breaches any of the terms of the Agreement; A.
  - If the Client breaches any of the Client Rules of Conduct; B.
  - If the Client engages in activities reasonably determined by Best Drug Rehabilitation to be C. harmful to the Client, staff, other participants in the Program, or any person.

The Client acknowledges that if he or she decides to leave against medical advice or is involuntarily discharged, he or she shall choose one of the following if the Client is prematurely discharged from the Program:

the	he Program:				
<b>&gt;</b>	INITIAL x A. Hold the Client at the Center for a maximum of 12 hours while the Client's family or designated representative flies or drives to BDR to pick up the Client. If the Client selects this option, the Client acknowledges that Best Drug Rehabilitation is not liable for false imprisonment or negligence.				
>	INITIAL x B. Contact the Client's family or designated representative to make travel arrangements for the Client. BDR will bring the Client to the airport, bus terminal, or other transportation hub, so long as the public transportation hub is within 45 miles of BDR. Transportation fees will be paid by the Client. The Client will receive \$10.00 upon discharge unless the Client specifies a smaller amount. The Client's departure on public transportation shall be no later than 8 hours from the time the Client discharges from the program				
>	INITIAL x C. Transport the Client to a hotel with \$10.00. (Hotel fees to be paid by the Client). Best Drug Rehabilitation will contact the Client's designated representative.				
>	INITIAL D. Transport the Client to a shelter with \$10.00. Best Drug Rehabilitation				

Despite the choice selected above, Best Drug Rehabilitation may make its own determination of how to discharge the Client, depending upon the circumstances surrounding the discharge. In the event that the Client is suspended from or otherwise leaves the Program, the Client may reapply for readmission under certain specified criteria. Readmission will depend upon the following:

(1) meeting the established criteria:

will cont

(2) reapplying and completing an amendment to the Agreement; and

designated representative.

(3) having his or her requests for readmission approved by the Best Drug Rehabilitation's Executive Council. If the Client is discharged or suspended from the program, his or her status as a Client will cease immediately and Best Drug Rehabilitation will no longer have any responsibility for the Client's welfare or safety (if the Client is an adult).

The Client understands that if he or she is discharged, suspended, or wishes to leave, t

waives the confidentiality of his or her ethics file and Best Drug Rehabilitation will contact the appropriate parties.

- VIII. CLIENT RULES OF CONDUCT: Except as otherwise stated herein, the Client has been provided with a current copy of the Client Rules of Conduct. These rules have been explained to the Client and by signing them, the Client has acknowledged that he or she understands all of these rules and these rules and agrees that the Client will abide by them. Breaking the rules can result in immediate discharge or suspension from the Program. Clients who break the rules will also be subject to Consequential Behavior therapy (three days at the mission or room confinement.)
- IX. LEAVE OF ABSENCE: A Client may not leave the Program except under extreme emergency circumstances. A Client granted a leave must sign a Leave of Absence form. A Client will be allowed a leave of absence only for the following reasons: (1) a verified family emergency, or (2) a verified court hearing which cannot be postponed or rescheduled. Granting leave is at the sole discretion of Best Drug Rehabilitation.

### The Client Rules of Conduct are incorporated into this agreement.

- X. RE-ENTRY FEES: A person returning from a leave of absence, discharge, or suspension must place a waiver accepting responsibility for his or her additional costs incurred if there is a relapse while he or she is away from the Program. Prior to reentry, the Client will be subject to appropriate drug testing and be interviewed by the ethics section to gain acceptance and readmission. The cost of reentry will include the cost of the subsequent withdrawal the Client may require and any other part of the Program that must be redone. Any reentering Client must complete at least 24 hours of withdrawal. Withdrawal carries a minimum fee of \$1,675.00 (One Thousand Six Hundred Seventy-Five and 00/100 Dollars) per day. If a Client fails to pass a drug test, reentry fees shall be at least \$3,500.00 (Three Thousand Five Hundred and 00/100 Dollars).
- XI. ENTIRE AGREEMENT: The Agreement expresses the entire agreement and understanding between the Client and Best Drug Rehabilitation. Except as expressly stated herein, there are no other representations, warranties, covenants, or undertakings, written or oral, prior to or contemporaneous to the execution of this Agreement between the Client and Best Drug Rehabilitation related to the subject matter of the Agreement. This Agreement can only be amended, supplemented, or changed by a written instrument signed by the Client and Best Drug Rehabilitation.
- XII. SIGNATURES: The Client agrees that he or she may be signing by facsimile or email and affirms and warrants that his or her signature is as valid and enforceable as an original signature.
- XIII. NON-ASSIGNABILITY: The Client's rights and obligations under this Agreement may not be assigned or transferred.
- XIV. SEVERABILITY: in the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

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- XV. RELEASE OF INFORMATION: The parties authorize the release of the Client's information via E-mail, Internet technology, voice mail or US mail. While every effort will be made to maintain confidentiality, Best Drug Rehabilitation accepts no responsibility for the mistransmission that could result in information becoming available to someone other than the intended receiver. Best Drug Rehabilitation shall handle all such protected health information (also "PHI") pursuant to the guidelines promulgated in the Health Insurance Portability & Accountability Act ("HIPAA") of 1996.
- XVI. APPLICABLE LAW AND FORUM: This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any action arising from a dispute between the Client arising from or related to the subject matter of this Agreement shall be brought in Calhoun County, Michigan. Best Drug Rehabilitation, as the prevailing party in any litigation arising from or related to the subject matter of this Agreement shall be entitled to recover its actual court costs and reasonable attorney fees.

CLIENT:	BEST DRUG REHABILITATION	
Signature:	Signature:	
Print Name:	Print Name:	
Date:	Date:	
RESPONGING R DADITIO		
Signa	<del></del>	
Print Name:_	_	
Date: 2/33/12		

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### - Appendix D

From: Jessie Daniels [jdaniels@stopyouraddiction.com] Sent:

Wednesday, June 06, 2012 5:35 PM

To:

Settlement Agreement.docx Subject: Settlement Agreement.docx Attachments:

Here is the settlement agreement that I was speaking to you about. Look everything over and if you wish to continue with the refund I need all parties to sign the agreement indicated at the bottom and I need it mailed back to me. I need the original copy with the signatures, unfortunately it cannot be faxed or emailed for it to be valid. Once I have received it Stephen Anderson will sign it and a check will be issued. I will also send you a copy of the settlement with all of the signatures on it. I hope this email finds you quickly. Have a good day Janis.

Jessie Daniels, CFO Assistant & Insurance Coordinator Assistant

121 Capital Avenue NE Battle Creek, MI 49017

Tel: 269-964-6731 Fax: 269-964-4729

Email: jdaniels@stopyouraddiction.com

### CONFIDENTIAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is made and entered into this 6th day of June, 2012, by and between Aaron Shaffer and his parents Janis and David Shaffer (collectively the "Plaintiffs") and Best Drug Rehabilitation, Inc. and its parents, affiliates, subsidiaries and related entities.

- 1. Release of All Claims: In exchange for the consideration set forth in Paragraph 2 hereof, the Plaintiffs and all of their agents, representatives, attorneys, successors, assigns, and all other persons and anyone claiming under or through the Plaintiffs, completely and forever releases and discharges Best Drug Rehabilitation and their shareholders, officers, directors, employees, shareholders, representatives, agents, parents, subsidiaries, affiliates, predecessors, partners, members, insurers, attorneys, successors, heirs, assigns, and all other persons, firms or corporations and anyone claiming under or through Best Drug Rehabilitation from any and all past or present claims related to Best Drug Rehabilitation including any and all claims for damages related to the allegations traceable directly or indirectly to the allegations regarding Aaron Shaffer's care and treatment (present, past, or residual) at Best Drug Rehabilitation
- 2. <u>Full and Final Settlement Payment</u>: The full and final settlement payment and complete consideration for this Release and Settlement Agreement shall be a total settlement payment of Five Thousand Dollars (\$ 5000.00), without interest, in the following manner:
  - 1. Janis Shaffer will be refunded a total of \$5000 Dollars after this agreement is signed by all parties.
- Disclaimer of Liability: Neither payment of the money nor the negotiations for this settlement, including statements or communications by any party to this Release and Settlement Agreement shall be construed as an admission of liability by any party to this Agreement. The parties to this Agreement further acknowledge that no past or present wrong doing or liability on the part of the other parties shall be implied by such payment, negotiations or the execution of this Release and Settlement Agreement.
- 4. <u>Confidentiality</u>: The Parties expressly represent, warrant, and agree that the terms of the Agreement, as well as all negotiations preceding the execution of the Agreement, shall at all times remain absolutely confidential and shall not be disclosed by the Parties to any other person or entity except: (a) the Parties may make such disclosures if compelled to testify in a deposition, administrative proceeding, or at trial pursuant to a subpoena or court order, provided that if any of the entities collectively referred to as the Parties in this Agreement receives such a subpoena or court order, it will provide the other Parties with prompt notice such that if the party wishes to contest or object to the subpoena or court order the other parties have reasonable opportunity to do so; (b) the Parties may make such disclosures to lenders, mortgagees, investment advisors, tax planners, lawyers, and/or accountants and auditors, to the extent reasonably necessary, for the purpose of tax law compliance and proper financial

statement preparation; and (c) the Parties may make such disclosures to the Parties, and/or their counsel.

- 5. <u>Non-disparagement</u>: The Plaintiffs and Best Drug Rehabilitation and all of their agents, representatives, attorneys, successors, assigns, and all other persons and anyone claiming under or through the Plaintiffs or Best Drug Rehabilitation agree not to criticize, denigrate or disparage one another, the Best Drug Rehabilitation's program, officers, directors, parent corporations or employees at any time. The Plaintiffs and Best Drug Rehabilitation further represent and warrant that they have not, prior to the execution of this Agreement, disparaged or otherwise denigrated the Best Drug Rehabilitation program to any third party other than legal counsel with whom they may have consulted.
- 6. <u>Default Remedies</u>: In the event that either party or their representatives, heirs, or anyone associated with them breaches the terms of this Settlement Agreement, the defaulting party shall be liable to the non-defaulting party for damages of no less than the original enrollment amount, plus actual attorney fees and costs for enforcing this Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed this Release and Settlement Agreement as of the day and year first written above.

Stephen P. Anderson	
Sign:	Sign:
Date:	Date:
	Sign:
	Date:
	Sign:
	Date:



4550 Middle Road Suite A PO Box 2369 Columbus, Indiana 47203

June 20, 2012

BEST DAY REHABILITATION 121 CAPITAL NE AVENUE BATTLE CREEK, MI 49017

Our records indicate that an overpayment of \$ 6,050.00 was made on the following claim(s):

Patient (s):

Patient Account Number:

Date of Service:

02-23-2012 thru 04-07-2012

Amount Paid:

Check #:

\$38.331.25

### Reason for Overpayment:

Both patient and insurance company paid on the account

Other: At the time of payment, we were not aware that the patient had paid a \$7,500 down payment for services. After complete consideration of claims from your facility, the patient's responsibility is only \$ 1,450.00. This results in an overpayment of \$6,050.00. Upon receipt of your \$6,500 refund, we will reprocess the claim and adjust/update the payment to the insured.

Please make your refund check payable to: Brown County Schools EBT, PO Box 2369, Columbus, IN 47202. If you have any questions, please call our office at (812) 378-9960 or (800) 880-9960.

We request that you expedite this refund request. We expect to receive the monies due within 10 business days

Thank You,

Jammus Blow

Tammy Shaw

Senior Benefit Analyst

Cc

Mike Thomasson, Attorney
Insured

### Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2012-cp09281211606-A Submitted: 9/28/2012 12:11:41 PM

### **Consumer Information**

Your Last Name:
Your Street Address:

Your State: CO

Your County: Outside Michigan

Your Home Phone:

Fax Number:

First Name:

City: Arvada

Zip Code: 80003

Your Work Phone: E-mail Address: Ext.:

M.I.:

### Primary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name: Best Drug Rehabilitation Services

Street Address: 300 Care Center Drive

State: MI

County:

Fax Number:

Web Site Address: www.bestdrugrehabilitation.com

Primary Jurisdiction: Licensed Business/Person

Complainee First Name:

City: Manistee Zip Code: 49660

Phone: 2318874590 E-mail Address:

Product Offered: Drug Rehabilitation

### Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name:

Street Address:

State: Mi

County:

Fax Number:

Web Site Address:

Complainee First Name:

City:

Zip Code:

Phone:

E-mail Address:

### **Motor Vehicle Warranty Complaint Information**

Vehicle Make, Model, and Year:

Vehicle VIN No.:

### **Complaint Information**

Incident Date\Time: 9/28/2012 1:00:00 AM

Incident Location:

Approximate Monetary Value: 277.29

Did you sign a contract? True

Where did you sign this contract? Admissions office in Battle Creek, MI

Is a court action pending? False

Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True

What was the response from the business? Told I would be receiving check.

If no complaint was given to the business directly, why?

Was this complaint filed with any other agencies? False

### Complaint Detail/Inquiry Information

I was a client at Best Drug Rehabilitation Services. Heft the facility on 6/20/12. When Heft, Christina told me that a check for the \$277.29 that was remaining in my "student account" would be sent in 30 days. On 7/31/12 we had still not recieved a check and I called to find out why. Heft a voice-mail for Christina. I did not receive a return call, so I phoned again on 8/2/12. Again, she did not pick up the phone, so I left another voice mail. I still did not receive a return call. On 8/6/12, I called again, leaving another voice-mail and a message with the receptionist. Christina called back, but I was unable to answer her call. She left me a voice-mail. I called back again, and again left a vioce mail. After still receiving no return phone call, I called on 8/9/12. I left another voice-mail. On 8/10/12 I received a call from Christina. She told me that she had requested a check and that she would call me when the check had been sent. On 8/22/12 I called to find out the status of the check, since we had still not received it. She did not answer the phone & I left another voicemail, I called again on 8/24/12, this time Christina answered and told me that the check should be in the mail, and that she was busy right then, but would follow up on the check and call me on Monday. By Wednesday, 8/29/12, I had not heard back from her, so I called again. This time I spoke to someone else, li believe her name was Jenny, who said she was filling in for Christina, who was off for a few days. I explained the situation, she looked up my account and verified the balance of \$277.29. She said a check had not been issued and that she would call Christina that evening to see what she could find out. She asked me to call her back & she would let me know what she found out. I called back on 8/31/12 and spoke with Jenny again. She told me that Christina told her that she would take care of it on Tuesday, 9/4/12, when she returned to work. I waited for the check to arrive, it never did. I called again on 9/13/12, 9/14/12, 9/17/12, and 9/19/12, leaving a voice-mail each time. My called Christina on 9/21/12 and left 2 messages for her, and again on 9/24/12. We have yet to receive a check or a return phone call. I want to receive the \$277.29 that is owed to me immediately.

[False] Check if this referral is just to give us information and you do not need us to respond to you directly.

[True] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and facsimile number, to which you may send documents.

[False] Check if you want to sign up for the Consumer Protection Listserv.

[False] Check if you want to sign up for the AG Press Release Listserv.

[False] Check if you want to sign up for the Attorney General Opinions Listserv.

(\*)I certify that the information on this form is true and accurate to the best of my knowledge.

(\*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting this complaint.

### Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2013-cp01152327938-A Submitted: 1/15/2013 11:27:38 PM

### **Consumer Information**

Your Last Name: Your Street Address:

Your State: MI

Your County: Outside Michigan

Your Home Phone: Fax Number: First Name:

M.I.: P

Ext.:

City: West Palm Beach

Zip Code: 33411

Your Work Phone: E-mail Address:



### Primary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name: Best Drug Rehabilitation Street Address: 300 Care Center Drive

> State: MI County: Manistee

Fax Number:
Web Site Address: www.bestdrugrehabilitation.org
Primary Jurisdiction: Licensed Business/Person

Complainee First Name:

City: Manistee Zip Code: 49660 Phone: 2318874590

E-mail Address: Product Offered:

### Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Company Name:

Street Address: State: Mi

County: Fax Number:

Web Site Address:

Complainee First Name:

City:

Zip Code: Phone:

F-mail Address:

### Motor Vehicle Warranty Complaint Information

Vehicle Make, Model, and Year: Vehicle VIN No.:

### **Complaint Information**

Incident Date\Time: 8/4/2012 1:00:00 PM

Incident Location: 300 Care Center Drive Manistee, MI 49660

Approximate Monetary Value: 3090.00 Did you sign a contract? False

Where did you sign this contract?

Is a court action pending? False

Do you have an attorney representing you on this matter? False

Are you willing to testify in court regarding this complaint? True

Did you complain directly to the business? True

What was the response from the business? Too Bad

If no complaint was given to the business directly, why?

Was this complaint filed with any other agencies? False

### Complaint Detail/Inquiry Information

this complaint.

I was admitted into Best Drug Rehabilitation on 7/31/2012 for My and I were told I was going to a
professionally run clean facility to be treated in 12-Step recovery. We were very clear with Tony our admission counselor, that I was a
professiona in Florida. We were very clear that I had over 25 years of recovery and had approximately 8
months earlier. Tony assured us that his facility was twelve step based and our total expense would be \$3090.00 for up to a 60 day
stay. Being at a desperate time in my life I took Tony's word for it and jumped on a plane to Michigan. This place turned out to be a
"Scientology" facility and no twelve step recovery anywhere in sight. Not only that but the facility was absolutely discussing. No air-
conditioning and literally had flies in my food. Also I felt very unsafe with many 20 year old gang members with little to no supervision.
After 4 days I was so disgusted and felt so unsafe, that I was forced to get out for my safety. It cost me a \$340.00 cab ride and a
\$330.00 flight to Florida. I want an apology and my \$3090.00 refunded. Tony obviously told my
to get me in his facility. I immediately checked into a much better 12-step based facility and completed my treatment. Tony's lies cost
me \$4000.00 and 5 days of my life. Please have this place inspected, there is no way it could pass even a basic sanitary inspection.
[False] Check if this referral is just to give us information and you do not need us to respond to you directly.
[False] Check if you want to send documentation. After you submit this form you will be provided with a postal mail address, and
facsimile number, to which you may send documents.
[False] Check if you want to sign up for the Consumer Protection Listserv.
[False] Check if you want to sign up for the AG Press Release Listserv.
[False] Check if you want to sign up for the Attorney General Opinions Listserv.
(*)I certify that the information on this form is true and accurate to the best of my knowledge.
(*)I consent to releasing to the Michigan Attorney General any information or document relative to the investigation of this complaint. By
checking this box, I also certify that I have had the opportunity to review the Michigan Attorney General Privacy Policy before submitting