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# FAX COVER SHEET

Anne Milgram Attorney General

Josh Lichtblau Director

NJ Department of Law & Public Safety **Division of Gaming Enforcement** P.O. Box 047 Trenton, NJ 08625

TO:

**Beth Thomas** 

FROM:

**SUBJECT:** 

Stone Hawk

FAX #:

517-241-3771

DATE:

August 5, 2009

# OF PAGES (INCLUDING COVER SHEET): #7

MESSAGE

See attached letter updating my complaint, and all previous letters sent. Please call and confirm receipt. Thanks

## CONFIDENTIALITY NOTICE

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# **FAX COVER SHEET**

Anne Milgram Attorney General

Josh Lichtblau Director NJ Department of Law & Public Safety Division of Gaming Enforcement P.O. Box 047 Trenton, NJ 08625

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If you do not receive all pages, please call back immediately.

VOICE:

FAX: (609) 609-633-7357

August 5, 2009

Ms.Beth Thomas Michigan Attorney General Office G. Mennen Williams Building, 7th Floor 525 W. Ottawa St. Lansing Michigan 48909

Dear Ms. Thomas:

am in receipt of your fax concerning Mr. Toth's response to my complaint pertaining to my treatment at Stone Hawk Rehabilitation Center, 216 St Mary's Lake Road, Battle Creek, Michigan from March 17, 2008 to when he left on his own accord on or about May 23, 2008.

Mr. Toth's response does not address my original complaint that was sent to Mr Cox, Michigan's Attorney General on October 6, 2008 (attached). The complaint mainly concerns the poor accommodations of the facility; including but not limited to: his room being filthy, and very poor quality of food. The part of the facility with our sent life and well being. When we (my and I) would talk to on the phone, he would complain about the accommodations and the treatment he was receiving. We thought he was making things up, just to come home. We were wrong. My health, both mental and physical, were at jeopardy everyday he was there. That is why I am requesting a refund of the funds that I paid Stone Hawk (paid in full on March 17, 2008 - \$30,500).

My time at Stone Hawk was such a horrifying experience that it has been very difficult for him to talk about since he left in May 2008. Even after a year, his anxiety level climbs when he talks about the treatment he received. Below is a summary of his numerous complaints:

- The shower was covered in a thick brown rust like color that when he bumped into
  it, he broke out with itchy red bumps. No matter how hard he tried scrubbing the
  shower, it would not come off. Water out of the faucet was brown.
- room and the rooms of other students were full of spiders and many other bugs.
- Personal belongings (cigarettes, CD's etc) were stolen out of the rooms. That good reason to believe it was the security guards. It also mentioned that some of that the staff had with the students. Also, personal orders purchased through the local K-Mart came back on many occasion with only some of the merchandise they requested, but the money to cover their complete order was taken out of their account.

13.

4.	room door could be locked and unlocked by people other than roommates. Other student's keys could open their room. Therefore, anyone had access to their room.
5.	When he had headaches or stomach aches and requested he was given "vitamins" which made his stomach aches and headaches worse. It always gave him to be a stold it would cleanse his system and help him relax. It always gave him to be a stold it would be a system and help him relax.
6.	The food also gave almost everyday. The students were served undercooked chicken and spoiled milk several times. The salad bar had brown lettuce time and time again. No juice was available, just soda and water. Almost all the meals were fried.
7.	He had back problems, which were confirmed in writing by primary care doctor. Even though they were aware of his the was forced to sit down and not move in a very uncomfortable chair for two hours while doing TR's (training routines).
8.	He would wake up very experience to the every morning due to the caused by the sitting without any breaks for the TRs and knowing that he would have to do the same thing again that day.
9.	When asked about what the purpose of the TRs was, he was told he would learn later. All he learned was that every TRs made his back hurt worse. He would request a massage and day after day he was told they were unavailable. He was given "Pain Packs" which were just vitamins, which did not help.
10.	Students were getting drugs mailed in and brought in (including the staff would never catch it in the mail, making recovery next to impossible.
11.	Fire alarms would go off in the middle of the night (around 3AM) without reason. They would be woken up and taken out of their rooms until the problem was fixed
12.	When asked if he thought the program was "scientology," would reply "yes" at which point he would be taken to a separate room, away from his so called treatment and "interrogated," until he agreed that it was not.

In sauna he was given extremely high amounts of that would lead to headaches, and burning and itching skin.

When he first arrived he was told he would be able to go swimming, have the use of a boat, go fishing, hiking and play pool. The boat could not float, you could only fish if you had your own pole, you were not allowed to swim at all, and the pool table was missing balls and frequently had no cues.

Basically my was constantly lied to, treated poorly, fed an unhealthy diet, and had articles stolen. We was not an alcoholic, and that he could smoke because it would not kill him. He was taught that birds fly, that fish swim and that he could touch walls and turn around. My eft in worse condition, both physically and mentally then when he entered. He shortly relapsed.

Even after being away from Stone Hawk for over a year, continues to have nightmares about the building, the food, the staff, and the poor treatment he received.

The second part of my letter, dated October 6, 2008, addressed Stone Hawk's failure to handle the insurance claim properly. That is the only issue that Mr. Toth addressed in his response. Apparently he does not want to address the unsanitary conditions, poor nutritional quality of the food and poor treatment my received during his tormenting sub standard stay. I am sure that as a most the only one that has complained about this so called drug rehabilitation center. I thank God my was strong enough to leave on his own.

As stated in my letter dated April 7, 2009, I was requesting a refund because of the poor treatment and misrepresentations of the facility (attached). In that letter I acknowledged that shortly after leaving Stone Hawk my elapsed. The good news is after going to another rehabilitation center that was clean, had good living accommodations, and staff that helped and cared about the patients, he has been clean for over nine months and is on the right path.

Also attached find a letter that was sent to Mr Toth on May 26, 2009 to which I attached the other letters sent to the Michigan Attorney Generals' Office on October 6, 2008 and April 7, 2009. Mr. Toth's response DOES NOT ADDRESS THE COMPLAINT ABOUT THE FACILITY ITSELF - THE POOR LIVING ACCOMMODATIONS AND THE SUB STANDARD TREATMENT HE RECEIVED.

That is the basis of my complaint and request of a refund. My was lied to from the beginning and taken advantage of because of our state of mind and despair. Any facility that makes you pay up front and refuses to refund any amount, no matter when the patient leaves is out to take your money and does not care about the treatment the patient receives. My was vears old when we took him to Stone Hawk. We were lost and trusted the facility and its employees to help our Instead they made him stay in a dirty room, fed him a lousy diet of "food" and let him stay at the sauna treatment, with no counciling for weeks. They did not care if he was getting better, they did not care if he left. They had the money. So when he left on his own, they got exactly what they were looking for - another bed opened so they take advantage of another poor family, allowing the cycle to continue.

As stated in my letter to Mr Toth dated May 26, 2009 my insurance company reimbursed me \$4,412.50 for just part of the stay, As shown in the letter for the insurance company they agreed to pay for the detox period of March 17<sup>th</sup> -22<sup>nd</sup>). For this reason I am now requesting that Stone Hawk refund \$26,087.50 (\$33,500 - \$4,412.50).

Not only should Stone Hawk refund the funds of any family that has gone though what we have, they should be forced to correct the living conditions for their patients and improve the treatment they receive or be shut down.

I am sure that Stone Hawk loves when a from far away, like New Jersey, brings a loved one to their facility for "treatment." They get the money - all in advance, and they know that it will be a battle for the to get any of it back. It is apparent that the upper management does not have a conscience about how they take advantage of the total in need of assistance with loved ones who are addicted to drugs.

I have sent several Emails to Mr. Toth, and have left several telephone messages on his voicemail attempting to find out Stone Hawk's position on my complaint. He has failed to respond.

If I am unable to settle my claim against Stone Hawk through your office, I will be forced to file suit against them. I refuse to allow Stone Hawk to continue to treat their "students" like they treated my

Thank you for your ongoing assistance in this matter.

I can be contacted at my cell # or my home # Thank you.

Sincerely yours,

October, 6, 2008

Mr. Michael Cox Michigan Attorney General G. Mennen Williams Building, 7th Floor 525 W. Ottawa St. Lansing Michigan 48909

Dear Mr. Cox:

My Lake Road, Battle Creek, Michigan from March 17, 2008 to when his left on his own on or about May 23, 2008. When we dropped him off on the 17th of March we had to pay in full (\$30,000 and \$500 medical charges for a total of \$30,500 -see attached). At that state of mind all you are concerned with as devoted is stopping your strusted the facility with our life and well being.

Since has been home all our attention, has been on his health and the health of other members. We has not had the time or the state of mind to address his stay at StoneHawk. Through some research I have come to realize that we are not the only ones that know that we had been ripped-off, not only financially, but with the treatment our that at the facility.

During his stay, not only his mental health, but his physical health was at risk. His room was filthy and the water was brown. The food was poor to say the least. At a cost of \$30,500 you expected that he would receive good medical attention and that the living accommodations would be more then adequate and the food would not only taste good but would also be healthy. He was constantly complaining to us about the living accommodations and the poor quality of food. We thought that he was just lying to get us to bring him home. We were wrong.

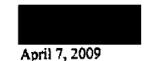
The way in which StoneHawk filing our claim with out insurance company is down right fraud. They only filed a claim for \$21,000 (attached) and not for the \$30,500 that we were charged. I was told by Choice Billing, 3522 Ashford Dunwoody Road NE, Suite 418, Atlanta, GA 30319-2002, who was handing the claim for StoneHawk that the appeal was denied. I recently spoke to her and obtained my file which did not include any medical records from StoneHawk or any proof of the amount claimed to the insurance company. At this time Miss advised that she no longer represents StoneHawk, adding that she found through her brief representation for StoneHawk that the facility is hard to deal with and does not put the effort needed to properly file the claims with the insurance companies. Her cell phone # is

Page 2 of 2

Not only was the treatment that my received for the short period of time he was there was poor to say the least, StoneHawk has misrepresented our insurance claim by \$9,000 and has failed to cooperate with the insurance company to settle my claim. For these reasons I would like to receive a full refund of the \$30,500 which was wrongfully paid to Stone Hawk. I hope the Michigan Attorney General's Office puts a stop to the misrepresentation and poor treatment received by the patients who are fooled by deception that the employees of StoneHawk make of the facility and the treatment received.

Please advise how I can legally file a claim against StoneHawk to obtain the total fee of \$30,500.1 can be contacted on my cell phone at anytime (

Sincerely yours,



Ms.Beth Thomas Michigan Attorney General Office G. Mennen Williams Building, 7th Floor 525 W. Ottawa St. Lansing Michigan 48909

Dear Ms Thomas

This letter is being sent to update the status of my previously letter addressed to Michael Cox, Attorney General, dated October 6, 2008, concerning my disappointment with Narconon Stone Hawk Rehabilitation Center, 216 St Marys Lake Road, Battle Creek, Michigan. Because of the poor treatment and misrepresentations of the facility I believe I'm entitled to a full refund.

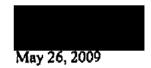
Please be advised that as of this date I have not been able to obtain any refund from the facility. I have left several telephone messages with no call backs.

My returned home in May, complained about the treatment he received, and the living accommodations at Narconon. Shortly after returning he relapsed. The good news is after going to another rehabilitation center that was clean, had good living accommodations, and staff that helped and cared about the patients, he has been clean for six months and on the right path.

Again, I'm requesting that the Michigan Attorney General's Office assist in my attempt to obtain the refund of \$30,500.

I can be contacted at my cell # Thank you.

Sincerely yours,



Mr. Michael Toth Kreis, Enderle, Hudgins & Borsos One West Michigan Ave Battle Creek, MI 49017

Dear Mr Toth;

Also, enclosed find the letters I had previously sent to the Michigan Attorney General's Office dated October 6, 2008 and April 7, 2009 expressing my total disappointment in the StoneHawk facility. At this point I requested a full refund of the fee of \$30,500.

I'm enclosing a recent response from my insurance company dated May, 9, 2009, which shows that StoneHawk misrepresented the total fees I paid them (they listed \$22,500, not the \$30,500 as shown in the contract-also attached). After over a year of dealing with my insurance company, and Stonehawk's numerous failures to supply the requested documentation, my insurance company reimbursed me a total of \$4,412.50. Therefore I'm requesting the remaining amount of \$26,087.50 to be refunded promptly.

Please respond to my request. I can be contacted on my cell phone at 732-556-7156.

Sincerely vours

# RECEIVED

SEP 2 3 2009

Kreis Enderle Hudgins &Borsos

Michael J. Tork

JASIMER PROTECTIC DIVISION

A Professional Corporation Attorneys at Law One West Michigan Avenue Britle Creek, MI 49017 Main 269-966-3000 Fax 269-966-3022 intoth@KreisEnderle.com

Note: This correspondence is inadmissible pursuant to MRE 408

September 22, 2009

Suzanne Hassan, Esq.
Michigan Department of Attorney General
Consumer Protection Division
PO Box 30213
Lansing, Michigan 48909

Re: v Narconon Stone Hawk Rehabilitation Center, Inc. ("Stone Hawk")
AG No.: 2008-3030033-A

Dear Ms. Hassan:

The purpose of this letter is to provide you with a response to

5, 2009. It appears that Mr. has changed course on his complaint in that the reason he requests a full refund is because his , was dissatisfied with the conditions of Stone Hawk's facilities. Stone Hawk vehemently denies all of Mr. allegations. Furthermore, Stone Hawk has never received a health code violation for its facilities. Accordingly, for the above stated reasons and in addition to the previous mentioned insurance reasons, Stone Hawk requests that the Attorney General's office dismiss

If you have any questions, please contact me or my associate, Jim Lance.

Sincerely,

KREIS, ENDERLE, HUDGINS & BORSOS P.C.

Michael J. Toth

spent 63 days on the program, and because the insurance is not entitled to any refunds of money.

<sup>&</sup>lt;sup>1</sup> Stone Hawk incurred \$30,500 in program fees, and company denied the insurance claim and appeal, Mr.

CP INTERNE	T WEB COMPLA	INT		Date Received:	02/27/2007
CP No. 200703	105	] Internet ID	No. cp120as1800	)a	
		Present Sta	itus: Open		
Consumer Inf	ormation	T TOOGHT OLD	Орен		andna nakusika ninesekiessa akti ili ili ili ili ili ili ili ili ili i
Name	Annual Control of the				
Address					
City, State, Zip	WHITE PIGEON		MI 4909	9	
County	CASS				
Home Phone No.		Work Phon	e No.		
Primary Comp	any Complained Ag	ainst		The second secon	
Name	NARCONON STONEH	AWK			
Address	216 ST. MARY'S LAKE	RD.			
City, State, Zip	BATTLE CREEK		MI 4901	7	
County	KALAMAZOO				
Company Ph No.		Company Fax	No.		
Company Email					
Company Website					
Secondary Co	mpany Complained	Against			er erestetet er er
Name					
Address					
City, State, Zip					
Company Ph No.		Company Fa	x No.		
Company Email					
Complaint Info	ormation				· · · · · · · · · · · · · · · · · · ·
Did you sign a cont	ract?	Y = Yes	$N = N_0$		
Where did you sign	this contract?	RCONON STONEHAWK			
Is there a court acti	on pending?	Y = Yes	N = No		
Motor Vehicle	Warranty Complain	t Information			
Vehicle Make, Mod	el and Year:				
VIN No.:					
Is there addition	onal documentation	being forwarded?			

Complaint Detail Information
l attended Narconon Stonehawk from 1/7/07 to 2/17/07. During my stay at this facility I noticed and experienced multiple thing which bothered me ethically and caused me to have concerns for my safety. Upon arriving at the facility my and I were lied to about the relationship of their program to Scientology. The Intake counselor denied a connection between the two and I began the program I discovered that the methods used were straight out of the Church of Scientology. Further, the condition the building was horrible. The saunas, cafeteria, and sleep quarters were filthy and there were exposed wires coming out of outlets all over the facility. Also, the smoke detector in the Women's Hallway was hanging from the ceiling by the wires. I became ill while I was at Narconon Stonehawk and after seeing their doctors three times I ended up being transported to Bat Creek hospital via ambulance because my lungs were shutting down and I was struggling to breathe. The emergency room physician diagnosed me with mistreated asthma. Following this I continued to become more ill and my memoved me from the program.  There is also an issue of harassment at Narconon. One of their training routines is entitled 'bullbaiting' During this particular excersise students are expected to sit without raeacting as an insructor says whatever they want to attempt to affect the perso emotionally. This excercise became and offensive to many of the students. These instructors would go so fa as to bring up people's past mistakes and children all the while claiming that this was theraputic when infact it has the potentia be very emotionally damaging.  This organization is praying upon vunerable people and telling them whatever they have to in order to recruit patients and make money off of unsespecting people. Due to my experiences in their false advertising and neglicence I feel as though the State Michigan needs to investigate what is going on in this facility. They have offered my had I a monetary settlement; however part of the agreement is tha

M

Kreis Enderle Callander Hudgins

Stocy Stine

## RECEIVED

MAR 2 3 2007

Dept. of Attorney General Consumer Protection Division A Professional Corporation
Attorneys at Law
One Moorsbridge
P.O. Box 4010
Kalamazoo, M1 49003-4010
269-324-3000
Fax 269-324-3010
ssstine@kech.com

March 22, 2007

Mike Cox, Attorney General State of Michigan Dept. of Attorney General Consumer Protection Division P.O. Box 30213 Lansing, MI 48909

Re:

AG No. 200703105 <del>Web No.: cp120</del>as1800a

Dear Mr. Cox:

I am responding as legal counsel to Narconon Stone Hawk to your letter of March 12, 2007 regarding the complaint your office received from

#### Narconon Stone Hawk and L. Ron Hubbard

Narconon Stone Hawk is very clear in its materials regarding the relationship between the treatment program and L. Ron Hubbard, who is the founder of the Church of Scientology. The Enrollment Agreement signed by students clearly delineates, on the top of the very first page that the program is premised on the philosophies of L. Ron Hubbard, as does the literature on the program available to interested members of the public. Narconon Stone Hawk is NOT part of the church.

All participants in the program are entitled to continue to worship (or not) in their preferred manner. In fact, Narconon's Rules and Regulations clearly provide that the facility does and will provide transportation services for individuals wishing to attend church services to both a Christian non-denominational church and a Catholic church both in Battle Creek and Albion. While a handful of the staff members are members of the Church of Scientology, many are also of varying other religious denominations. The Executive Director herself is not a member of the Church of Scientology but rather, a devout Baptist who also practices her Native American culture.

#### Condition of the Facilities

Narconon Stone Hawk takes great pride in its facility. Stone Hawk in Battle Creek is a beautiful lodge setting on Lake St. Mary's that was built in 1930. Narconon absolutely denies its facilities are "filthy" or maintained in any way in a dangerous or unhealthy condition.

They have regular maintenance and custodial staff on-site, and similarly contract pest control service agencies to visit the site monthly and at more frequent intervals during the summer months. An inspector from the Michigan Department of Health has visited the facilities at least annually and most recently on March 7, 2007 following which the inspection officer concluded that Stone Hawk was fully compliant with the Department's health regulations.

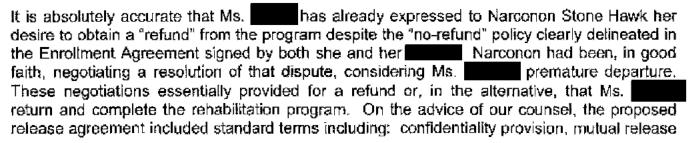
#### Response to Medical Emergencies

Narconon has a strong and stringent policy regarding the response to medical conditions reported by its students. At any point, if any student requests the ability to go to the Hospital, they are either transported there by Narconon staff or an ambulance is called. Narconon Stone Hawk adamantly denies that it acted in any manner other than providing attentive, reasonable and responsible medical care. Stone Hawk has 24 hour nursing care on-site and a medical doctor pays frequent visits to the facility. While Narconon Stone Hawk is more than willing to share the medical history specific to Ms. Situation, it would prefer to do so only after a release (HIPAA complaint) is received from Ms. Narconon is confident that a review of these materials will confirm that it did everything reasonable and within its power to assure Ms.

#### "Harassment"

Narconon denies it "harasses" any of its students. There is no question that, as part of the rehabilitation and healing process, the students are encouraged to consider how their histories of substance abuse have fostered their engagement in personally demeaning activity and behavior that has dramatically and negatively impacted their relationships with their family and friends. This is not atypical of many drug rehabilitation programs. This is a manner of counseling. To suggest that this constitutes "harassment" is an unfortunately misplaced characterization.

#### Dispute Resolution



Mike Cox, Attorney G	enera
March 22, 2007	
Page 3	

of claims, non-disparagement, and no admission of liability by any of the signing parties. Ms. has refused this reasonable offer, which is her right.

Narconon Stone Hawk has a clearly identified process available to its students for lodging complaints to be investigated internally (see attached). At no time did Ms. described odge such a complaint or request any internal investigation. She only lodged external complaints after she quit the program and became angered when Stone Hawk (originally) refused to refund the program fees per the Enrollment Agreement.

Very truly yours,

KREIS, ENDERLE, CALLANDER & HUDGINS, P.C.

Stacy Stine/

CC:

Kate Wickstrom Per Wickstrom

#### Perrin, Margaret M Ms.

From:

Sent: April 04, 2007 2:17 AM

To: Internet Recipients, Listed

Internet:

File Narconon Stone Hawk - 2007-03105

Name:

Topic: Re: Attorney General Complaint #: 200703105

CP084

From:

Date: Tue, 03 Apr 2007 21:52:03 -0400

Subject: Re: Attorney General Complaint #: 200703105

The issue I have filed a complaint about has become incredibly multi-facited. Honestly I have goten to the point in this process where I am discouraged and half-tempted to settle. The one thing that keeps me from doing that is that I feel a major injustice had been done to many people and it has yet to be exposed due to the company's standard practice of paying people off for nondisparigment orders. Bogged downn with paperwork and reports I need to speak with someone who can offer me sound advice after reviewing all of these documents and being thoroughly informed about all aspects of this complaint. I was wondering if you could refer me to who is available to do his and how I go about setting up correspondance. The facility in question is misleading in their claims to you as they were to me, and have been all along. The issues I need o discuss are: HIPPA Violaions

Medical Negligence

False Advertising

Any help you could giv me would be greatly appreciated; I am trying not to let the frustrations of the bureacratic process discourage me from what I feel is right.

Thank you for your time,

Quoting cp\_email@michigan.gov:

```
> Dear Consumer:
> RE: Narconon Stone Hawk
> Enclosed is a copy of the most recent correspondence received from
> Narconon Stone Hawk.
> Please keep us advised, in writing, of further developments.
> Sincerely yours,
> MIKE COX
> ATTORNEY GENERAL
> Consumer Protection Division
> (517) 373-1140
> (517) 241-3771 - Fax
```

809 W, Erie St, Albion, MI 49224 517-529-8661 ext. 106 (office) 517-529-6424 (fax)



To:	Beth T	homas	From:	Michelie Derrell	
Fauc:	517-24	11-3771	Pages	: 1 8 Including cov	er
Phone:	517-33	5-0848	Dete:	7/21/08	
Re:		#20071654	8		
□ Urge	nt l	C For Review	☐ Please Comment.	☐ Plesse Reply	☐ Pinese Recycle
• Coı	mme	nts			

### PERSONAL AND CONFIDENTIAL

Sincerely.

#### Michelle Darreil

This mannage is for the recent person's see only, it may contain confidential, propelately or legally privileged information. No confidentiality or privilege is suched or less by any min-framenium on. If you receive this manage in error, please interestiately delate it and all copies of itsteem your system, clearly, any hard copies of it and self-copies of itsteem your system, clearly, any hard copies of it and self-copies of its manage it you are not the interest mot, directly or indirectly, use, electron, clearly or copyrany part of this manage it you are not the interest motified.

# NARCZŃON

### Stone Hawk Rehabilitation Center

216 St. Mary's Lake Road, Battle Creek, MI 49017 (269) 969-9773 \* Fax (269) 969-9759 \* www.narcononstonehawk.com For immediate asstistance call 1-800-420-3147

July 18, 2008

State of Michigan Office of the Attorney General P.O. Box 30213 Lansing, MI 48909

Re: AG No.: #200716548

Attorney General:

has obtained an attorney by the name of Jon Schrotenboer in Grand Rapids, MI and filed a law suit in Calhoun County Courts. I am meeting with our attorney on July 22, 2008 regarding this case. I will provide you with the information that I have as of now. We have a contract that was entered into in 2006 with and his first Mr. Was a continuous handle as you will see from the reports (attached). Each time he entered the facility he would be witting to do the program but after a few days he would want to leave. He spent the majority of his stay in withdrawal which is a very expensive part of the program. We are working with the attorney as of now and I will update you with the information after the meeting with him.

We are very apologetic that it has taken some time to resolve this matter. I will be in touch after the meeting.

Sincerely.

Minhalla Darmil

# NARCONOM ® MOMODRAM REPARTURATURE DEPITER

ENROLLIMENT ACREEMENT

TO:				
PHON	Ē; _			·= ***
FAX: _				
DATE:	11-25-06 TIME:			
FROM	: Deric Jordan	0	-	
	Narconon Stone Hawk Repr	esentative		

You have contacted Narconon Stone Hawk in regard to enrollment into the program, either for yourself or another. Below are the financial arrangements you are agreeing to. Please complete the information after reading this agreement and fax back to us at 369,963,2847.

Should you have any questions, please feel free to contact us at \$00.420.3147

SERVICES PROVIDED: THESE SERVICES WERE WRITTEN AND DEVELOPED BY FOUNDER WILLIAM BENITEZ & AUTHOR/HUMANITARIAN L. RON HUBBARD

Services provided include, but are not limited to the following:

DRUG FREE WITHDRAWAL
COMMUNICATIONS COURSE
THE NEW LIFE DETOXIFICATION PROGRAM
THE LEARNING IMPROVEMENT COURSE
COMMUNICATION AND PERCEPTION COURSE
UPS AND DOWNS IN LIFE COURSE
PERSONAL VALUES AND INTEGRITY COURSE
THE WAY TO HAPPINESS COURSE

We also provide, along with this, many other services as needed depending on the individual. These services include but are not limited to intake counseling, IQ testing, personality testing, family counseling services, individualized ethics programs, various medical services including 24 hour nursing staff available, room and board, etc. Most of these services are included in the price of the program, but there are extra services.

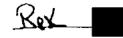
FEE SCHEDULE: A person enrolling into the program, or any Responsible Party. Conservator or Guardian (referred to herein collectively as "Responsible Party") who shall sign this agreement as a third-party beneficiary, is primarily responsible for payment of any and all of the Narconout program fees and related charges, and must make full and satisfactory payment arrangements with Narconon Stone Hawk prior to entry. All payments are nonrefundable except at the sole discretion of the Narconon Stone Hawk Executive Council.

Payment for the standard Narconon program as described in the program description must be made by one of the following methods:

- Cash. A payment in full of \$24,900.00 (Pwenty four thousand nine hundred dollars) is due prior to or upon arrival.
- Terms. Any payment that is not paid in full at the time of enrollment will pay \$13,450.00 upon arrival and the balance of \$13,450.00 within 10 days.
- Certified funds (cashier's check or money order). Personal checks, it accepted, will be verified for sufficient funds.
- Credit card payment. An administrative fee of 3 % will be charged.

A person may have medical insurance which may pay all or some of the program fees. It is the policy of Narconon Stone Hawk that we do not accept insurance as payment, but will assist the student and/or family upon completion of the Narconon program in submitting necessary information to the insurance company for reimbursement. The student or family must call the insurance company (if any) and pre-certify the student before his/her arrival at Stone Hawk. The student and responsible party also understands without any doubt or reservation that there is no guarantee they will receive any reimbursement from the insurance company and understands that your insurance company's rejection does after modify your obligation to Narconon. This must be requested of your insurance company in writing within two days of execution of this enrollment agreement. The student, guardian, conservator or Responsible Party, who shall also sign this Agreement, shall remain the primary party responsible for this payment of all fees ascentage with individual's stay with Narconon Stone Hawk

a section expected into the program new appoint equality ( ) in the filter a visionality



Party to assist in paying the fees and charges incurred during participation in the program. A guardian/conservator/responsible party can be a parent or other relative, friend, or merely a person or organization interested in the individual's welfare. To the extent that a guardian or conservator has been appointed to represent the interest of the participant, then the guardian/conservator or Responsible Party shall be required to read, understand and sign a copy of the underlying Errollment Agreement. It must be understood that a person enrolling in the program and the guardian/conservator or Responsible Party are both jointly and severally liable for payment of the fees and charges arising under the Enrollment Agreement

By signing this Enrollment Agreement, it is understood that Narconon Stone Hawk provides a highly successful program to those entering. However, each individual's success depends upon and is based on the individual and their investment and involvement with the program and services provided. A person's success is his own and there are no guarantees, although every opportunity is awarded an individual for his/her success.

#### NO-REFUND POLICY:

I (we) understand that the facilities and expenses are targety budgeted well in advance and we (Narconon Stone Hawk) set up the students program and pay all fees concerned for the complete term wholly, therefore, I (we) agree that my (our) obligation to pay the program fees and related charges and other fees for the full term of the program is absolute and unconditional and is in no way affected by or excused by the absence, withdrawal, discharge or suspension of the applicant, for any reason, unless otherwise stated herein. There are no refunds except those granted at the sole discretion of the Narconon Stone Hawk Executive Council.

Responsible Party understands and acknowledges that he/she is bound by the terms and conditions of this No-Refund Policy and the other provisions of this Agreement. Responsible Party further agrees and acknowledges that he/she has a personal relationship with enrolling Student the characteristics of which result in Responsible Party's desire for Student to participate in the program. Responsible Party affirms and agrees that he/she is receiving a direct benefit to him/herself as a result of Student's participation in the Program, which benefit constitutes good and valuable consideration for the commitments made by Responsible Party hereunder

Enrollee and responsible party agree and acknowledge that in the event either or both brings legal action to seek a refund for amounts paid under this agreement, enrollee or responsible parties shall pay all actual attorney fees incurred by Nacconon. Notice is hereby given to Applicant that this provision shall use as an Affirmative Defense and/or basis for Summary Proceedings in any suit for attempt recovery of refund of payment made to Provider

#### ADDITIONAL PEES.

As a person withdraws from the use of drugs and alcohol, physical ailments that have been hidden from the use of drugs or alcohol, may surface and present a problem with an individual during his/her program. The cost for services to correct these issues is above and beyond the cost of the Narconon program. Such additional costs may include dental work, x-rays, hospitalization, prescriptions, etc. We request an additional \$500.00 be placed on deposit to cover these costs. Monies not used from this separate deposit, will be refunded upon completion of the program. In the event these additional medical expenses exceeds that on deposit for this purpose, Student and Responsible Party accept responsibility for any additional costs or expenses for said medical or dental care,

Additionally, a Student may experience legal difficulties resulting from their tives prior to entering the Program, which difficulties could require the unexpected or urgent need for tramediate assistance related to those legal difficulties. Our Legal Latison will assist with or travel to appear in court with the individual. We request an additional \$500,00 be placed on deposit to cover these costs. Mortes not used from this separate deposit, will be refunded. In the event the Soldent 15 in need of legal coursel, Narcolon, will gate a recommendation if requested. However, the sold for recutaing and attimate choice in legal representation will always remain with the Student and implier 81 solutions.

Byle

#### DEPOSIT OF VALUABLES:

Narconon shall not be responsible for any money, valuables, or personal effects which you bring onto the Narconon campus unless such items are delivered to a Narconon Security Officer for safekeeping and the items are received and documented in writing. It is your responsibility to ensure that you get a receipt.

#### STUDENT ACCOUNTS:

Throughout a person's program, they will be in need of personal items not supplied by the center these items may include; shampoo, female hygiene items, digarettes, phone cards, etc. It is important that a student have money available in their account for such items. It is against policy to loan a student money or to transfer money from another's account to theirs. They will not be allowed credit on dien account. It is the responsibility of the Student and/or his/her Responsible Party to assure money on account for this purpose.

#### LOYALTY, RESPECT AND CONFIDENTIALITY

Student and Responsible Party understand and agree that, during the course of the Program, Student will learn obtain confidential information about offer students and staff members, including information about their private lives, their personal histories, and their familial situations. Student 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. Student and Responsible Party further agree they shall not, during or following Student's departure form the program, whether successfully or unsuccessfully, disparage or otherwise denigrate the Program. Narconon, its staff or fellow students to anyone.

#### STUDENT RULES OF CONDUCT

Except as otherwise stated herein, you, both the Student and the Responsible Party, have been provided with a current copy of the Student Rules of Conduct. These have been explained to you and by signing them you have acknowledged that you understand all of these rules and agree Student will be required to abide by them Breaking of these rules can result in immediate discharge or suspension and eviction from the program.

	,	expans appearate of application and execution from the but	O,
·		understand that breaking the student rules of	٠.
Conduct may resur	n or my minimediate disc	charge, suspension and/or eviction from the program.	
Signature			
	<u>,                                     </u>		

### DISCHARGE OR SUSPENSION FROM THE PROGRAM

You may at your request, be discharged from the program at any time. In addition, you may be discharged or suspended from the program at the sole discretion of Narconon Stone Hawk, under any of the following circumstances:

- If you breach any of the terms of this Agreement
- 2 If you breach any of the Student Rules of Conduct.
- If you engage in activities reasonably determined by Azironion to be authority to yourself, other principand in the program sersons resulting in or strong residences neighboring and center in tail.

Bul

 If you make any warranties or representations in this Agreement which are materially take or incorrect in any respect.

In the event that you are suspended from or otherwise leave the program, you 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 Eurollment Agreement, and 3) having your requests for readmission approved by the Narconon Stone Hawk Executive Council.

If you are discharged or suspended from the program, your starus as a student will cease immediately and Narconon will no longer have any responsibility for your welfare or safety. You understand that if you are discharged or suspended, that you waive the confidentiality of your ethics file and we will contact the appropriate parties. You also understand that if you are involved with the court and judicial system and being here is part of your probation or sentence, we will notify the appropriate parties, courts, probation or legal system of your discharge, suspension or withdrawal from the program.

#### LEAVE OF ABSENCE-

It is our policy that leaves of absence from the program will not be allowed for students except under extreme emergency circumstances. A student granted a leave must sign a fleave of Absence form A person will be allowed a leave of absence only for reasons of either: 1) a verified family emergency, or 2) a verified court hearing which cannot be postponed or rescheduled. The above will be at the discretion of Naromon Stone Hawk.

#### RE-ENTRY FEES:

A person returning from a leave of absence, a discharge or suspension must sign a waiver which places responsibility on you for any additional costs incurred in the event there is a relapse while you are away from the program. Prior to reently, the individual will be subject to orinallysis and/or breathallyzer and be interviewed by the ethics section to gain acceptance and re-admission.

Cost of re-entry will include the cost of the subsequent withdrawal you require and any other part of the program that must be requested. Any re-entering student must complete at least 24 hours of withdrawal. Withdrawal carries a minimum fee of \$1 050 00 per day. Any re-entering student will also be required to complete one ethics cycle at a cost of \$1,500.00.

#### ENTIRE AGREEMENT:

This Agreement expresses the entire agreement and understanding between the parties to this agreement. 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 parties related to the subject matter of this Agreement. This Agreement can only be amended, supplemented or changed by a written instrument signed by all the parties.

#### SIGNATURES

Rev

Student and Responsible Party/Conservator/Guardian agree that they may be signing by facsimile and affirm and warrant that their signature, including by facsimile is as valid and enforceable as an original signature.

#### NON-ASSIGNABILITY.

Student's and Responsible Party's rights and obligations under this agreement may not be assigned or transferred.

#### 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 parties arising from or related to the subject matter of this Agreement shall be brought in Calhoun County, Michigan, Narronon Stone Hawk Rehabilitation Center, as prevailing party in any litigation arising from or related to the subject matter of this Agreement shall be enritted to recover its actual court costs and reasonable attorney fees.

I (we) understand the terms and conditions of the non-refundable fee agreement and am (are) signing this agreement freely and hereby state that I (we) have read and understand the terms of this agreement and that all my (our) questions about the program have been answered in language that I (we) understood.

ث.	
STUDENT.	Date. 11-25-01
Address:  Phone, Cola, Ohia Madais  Birthdate:	
Social Security Number:	
GUARDIAN CONSERVATOR   RESPONSIBLE PAR	TY:
Phone:	•
Birthdate	
Social Security Number	

HARLONON STONE HARE WARRING TO F

· Deric Jordan

## NARCONON™ STONE HAWK SUCCESS STORY



While in Withdraw I experienced many things physically a mentally. The Physical side of withdraw was distinct but with the help of the Shiff of the assists it got me through it. The mental power of withdraw was the hardest part for me. My constions were on a rolle-conster Sometimes I felt great a other times I felt like I could never beat the depression. This a Section's really helped me get out of the Mental state. I'm really glad that I made the decision to come to Norcomon, because without this program I do not know how to live like right depisions. I'm really to turn my my life around - do whatever it takes in this program to in better my life.

KQ mm hum oh yes.

NAME:\_ (Student)

DATE: D.5-d.

OK To Publish:

Student Folder CC: Ethics Folder

Ethics Officer

6 December 2006

#### Leaving Against Medical Advise Waiver

, am leaving the Narconon program against the medical advice of the attending physician at Narconon Stone Hawk and the advice of the staff at Narconon Stone Hawk. I will hold harmless Narconon Stone Hawk in the event that anything should happen to me when I leave or from any claims to any money paid for my treatment. I realize by leaving I am not eligible for any refund for any program fees. I am aware that if I revert to drugs and/or alcohol that I will have to pay for all of the services deemed to be necessary by the Case Supervisor including but not limited to \$3500.00 for the Withdrawal Program and \$1500 for and Ethics Program. This will have to be determined and agreed upon before any return is granted and is subject to bed availability. If I wish to come back to do the Narconon program it will be a minimum of 30 days before I can return. I realize that this needs to be arranged through the Ethics Officer as he is the only line of communication my family or I has with Narconon.

Signed,



Witnessed,

Ethics Officer Narconon Stone Hawk

7 December 2006

E/D SDA D E/D

#### KNOWLEDGE REPORT

Yesterday after break	came to me and said he wanted to leave. I tal	ked to him for a
long time. He said he w	asn't ready, didn't want to be here and hadn't si	nce he arrived. I
got him on the phone wi	th his They talked for a long time and he k	tept telling his
the same thing he to	ld me. He made the decision to leave. We let h	iim "sweat" it out
with trainee Rhonda but	she didn't get anywhere either. Then his	alled and
convinced him to stay.		

This morning, same thing, I want to leave. Andy talked to him for a while and then the SDA talked to him for a while. He decided to stay again. He has nowhere to go if he leaves. His family is done with him if he does leave. He was sent back to course.

This is True,

Paddy O NEIL

CC: Ethics File CC: Student File

7 December 2006

E/D PRES

SDA

DE/D

E/O

#### KNOWLEDGE REPORT

	came back after the SD	A got with him and has decid	led to leave once again. Does
not wan	t to do the program and	never has. He talked to his	and his
again ar	nd still wanted to leave.	He signed the AMA and wa	s transported to the Comfort
lnn in K	zoo. I notified his	f what motel he would I	be at and gave her the number
there. S	the thanked me for ever	ything we had done and is go	oing to let figure it out on
his awn			

This is True,

Paddy O'Neill

CC: Ethics File CC: Student File CC: Legal File ED DED

12/ Dec 06

ΚŔ

Thi safternoon, I walked out of w/d into reception and saw standing with his told him I was happy to see him back and asked him if he was ready to do it right this time. He replied, 'I'm not too sure.' And looked very disinterested. was admitted into w/d at 4pm. Gerry took him into the intake office and came out a moment later saying had stated he did not want to be here and that he wanted to call his little I told Eric T. what said and he said to deliver to him. When returning to w/d Gerry and Deric J. were still talking with the They finished and walked straight to me saying I want to call my Paul then asked to go for a walk and refused. Said his anxiety was driving him nuts and he wanted the doctor to give him something. I told him to drink some and he said, 'I don't want that, if I can't get something from the doctor then I want to go. It is refusing to run sessions and wants nothing to do with w/d. I tried talking him into staying but he continues to say he wants to leave.

TIT

Judgay M. Noce



19 January 2007

E/D SDA D E/D

E/O

#### KNOWLEDGE REPORT

again. I got him on the phone with his family who was against it. Eric T. spoke to him on the phone. Kevin in PSS got with him as well as he has good ARC with him. The SDA finally got with him and was able to convince him to stay.

This is True,

Paddy O'Neill

CC: Ethics File CC: Student File

20 January 2007

E/D PRES

SDA

D E/D

E/O

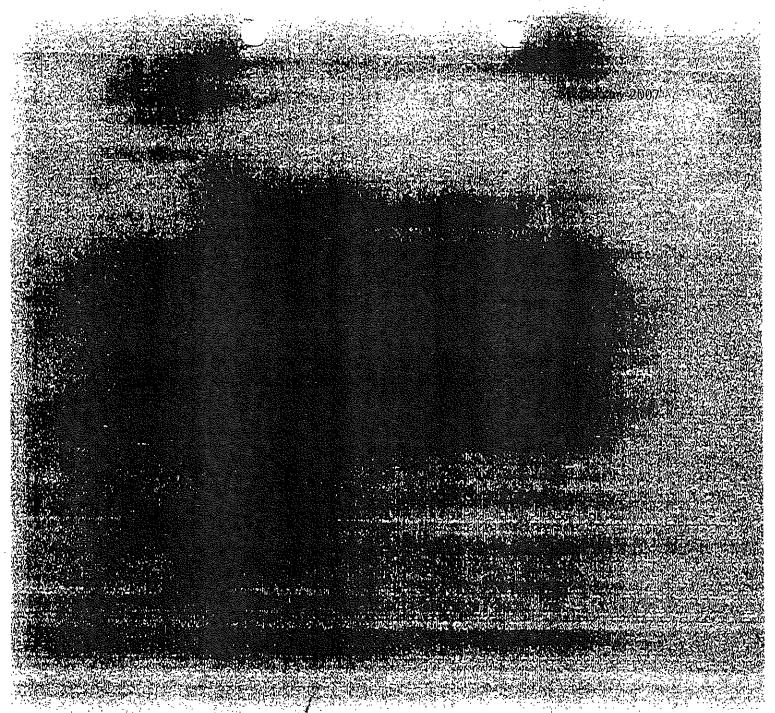
#### KNOWLEDGE REPORT

came to me and said he wanted to leave again today. He was handled by myself, Kevin, Andy, Eric, Jai, and his sum on this yesterday and agreed to stay. Today he was handled by me and Kate along with some of the other Ethics students. He still chose to leave. He signed the AMA and was transported to Kzoo to the Motel 6. he was given 24 hours by the E/D to change his mind.

This is True,

Paddy O'Neill

CC: Ethics File CC: Student File CC: Legal File



Ethics Officer
Narconon Stone Hawk
1-269-969-9773

Student Folder Cc: Ethics Folder Cc: Student

Ethics Officer Executive Director Date: 2/23/07

SUSPENSION	<b>WAIVER</b> and	INDEMNIEL	:ATION
	PROMITERS ALLO	HALLEMAN IN	

am being suspended from the Narconon Stone Hawk program for a minimum period of 45 ... due to my out ethic behavior and violation of student rules. I will hold harmless Narconon Stone Hawk in the event that anything should happen to me when I leave or from any claims to any money paid for treatment. I am aware that if I revert to drugs and/or alcohol, that I will be required to pay again for any services deemed necessary by the Case Supervisor including, but not limited to \$3,500,06 for repeat of the Withdrawal program and/or \$1,500.00 for an Ethics program, upon my return to complete the program. I will also be required to pay any negative balances in my Student Account or my Medical Account. I understand this will have to be determined and agreed upon before any return is granted and is subject to bed availability. I realize that prior to any re-admission, arrangements need to be made through the Ethics Officer as he/she is my only line of communication my family or I have and that my Intake Counselor is not my contact person in this matter. I understand and agree that during my suspension, I am to have no contact with any students of the Narconon program as well.

I further agree to indemnify and hold Narconon, its agents, servants, employees, representatives, successors, assigns, owners, and managers harmless from and for any claims associated with my suspension (or departure in the event I do not return), including but not limited to claims for personal injury or contract damages (including claims for a refund of the program fees) pursued by myself, my heirs, distributes, guardians, legal representatives, assigns, or any individual who signed the Enrollment Agreement in conjunction with my participation in the Narconon program. I understand and agree that I shall be a necessary party to any suit os instigated. I sign this of my own free will with no duress from any outside sources.

Signed Signed Student Date

Witness Date

Ethics Officer Narconon Stone Hawk 1-269-969-9773 Battle Creek 1-517-629-8275 Albion

Student Account Balance: # 2.2(
Medical Account Balance: # 335.00

CP INTERNE	T WEB COMPLAINT	Date Received:	10/17/2007
CP No. 200716	Internet ID No. cp108au162	20d	
	Present Status: Open		
Consumer Info		Commence of the Commence of th	
Name			
Address			
City, State, Zip	GROVE CITY OH 431:	23	
County	OUT-OF-STATE		
Home Phone No.	Work Phone No		
Primary Comp	any Complained Against		ere e e
Name	NARCONON STONE HAWK (PER OR KATE WICKSTROM)		
Address	216 ST MARYS LAKE ROAD		
City, State, Zip	BATTLE CREEK MI 490	17	
County	KALAMAZOO		
Company Ph No.	269-969-9773 Company Fax No. 269-969-97	59	
Company Email			
Company Website	narcononstonehawk.com		
Secondary Co	mpany Complained Against	and the second s	- Anna Maria
Name			
Address			
City, State, Zip			
Company Ph No.	Company Fax No.		
Company Email			
Complaint Info	rmation ————————————————————————————————————	· · · · · · · · · · · · · · · · · · ·	
Did you sign a cont	ract?		
Where did you sign	this contract?		
Is there a court acti	on pending? $N = No$		
Motor Vehicle	Warranty Complaint Information		
Vehicle Make, Mod	el and Year:		
VIN No.:			
Is there addition	onal documentation being forwarded?		
Llow2			

. . . . .

Complaint Detail Information	n

I believe the attached letter will describe my problem, the attempts I have made to correct it, and how I would like to have the problem resolved.

I mailed the first letter on 08-17-07 via certified mail - return receipt requested. It was returned by the postal service marked "return to sender - refused - unable to foward." I then remailed the letter on 08-30-07 with no response. I again mailed the letter on 09-19-07, again with no response.

I am quickly loosing my patience with this facility. When we first talked with them about admitting my were most interested especially since I had had a cashier's check for them in the amount of \$25,500.00. Again, when they requested another \$5,000.00 for my to be re-admitted to their program, they were most interested to charge my Visa credicard for this amount.

But now that we do not require their services, they don't even acknowledge me with a return letter, phone call or anything else. is hard for me to believe that any organization / business expects to be paid monies for services that are not provided. As I indicated in my letter, I do not expect a full refund. But I do not believe that they performed services worth \$30,500.00. Students / patients at their facility are usually there for 4-6 months. How can they possibly substantiate not refunding some of monies when my was in their facility for only 23 days?

Any help you can provide for me will be greatly appreciated since I am unable to get any response whatsoever from Narconon and I am very frustrated.

If they would at least respond as to their position I would know then how to proceed with my claim.

If you should need any additional information or documentation please feel free to contact me at any time.

Thank You,

Grove City, Ohio 43123

August 17, 2007 Narconon Stone Hawk Attn: Per & Kate Wickstrom 216 St. Mary's Lake Road Battle Creek, Michigan 49017

RE:

Dear Per & Kate.

I hope this letter finds both of you in good health.

I am writing this letter to request a refund of monies paid to you for services that were not provided.

Albeit, the services not provided were not by your choice, nevertheless, they were still not provided. For whatever reason, your

program was not the "one" for the lam sure that your program has and will continue to work for others, but this was not the case for the latest latest below what I feel is an accurate account of monies paid and the amount of time that the pent in your program:

#### Monies Paid:

- 11-25-07: \$25,500.00 paid to your firm via cashier's check which included a \$500.00 medical deposit
- 12-23-07: \$ 5,000,00 paid to your firm via Visa for withdrawal and ethics cycle for which he was at your withdrawal facility for only a few hours as shown below

#### Time Line Of Time Spent In Your Facility:

11-25-06: admitted to your program / facility
12-07-06: signed himself out of your facility
12-23-06: bnce again admitted to your facility
12-23-06: signed himself out within a matter of hours
01-16-07: again admitted to your facility — no need for withdrawal / detox as he was in jail from 12-24-06 to
01-20-07: again signed himself out of your facility
02-07: admitted to your program and signed himself out a few days later

If my calculations are correct, remispent somewhere around 23 days in your facility. I would assume that the per day cost of your treatment is greater in the withdrawal / detox facility. However, as you can see, the second \$5,000.00 paid to you 12-23-0 was never used.

It is my understanding that would have up to one year to re-enter your program. I believe this expiration date to be 11-25-07. However, I don't believe has any intention to return to your facility.

Therefore, I am requesting a reasonable refund of the monies paid to you. I don't think this is unreasonable since 4-6 months services were not provided. Again, I understand that you were willing to provide these services, nevertheless, they were not.

Please advise me what amount of refund you feel is fair for the both of us. I will rely on you to provide me with the calculations as I have no way to figure the per day cost of care during detox and / or at your other facility.

I would also like to thank all of you for your concern and efforts. My conversations with Eric, Derek, Doug, Per and the rest of your staff were always helpful and pleasant. Again, for reasons I will probably never know, your program was not a good fit for

By the way, has now been sober / clean for almost five months through a program here in Columbus. I know it is only five months, but it seems like a lifetime for us as comparing it to the last 2 years or so.

I wish to thank you for your past services and cooperation. I would not hesitate to refer someone to your firm. I will look forwa to your prompt reply.

Very truly yours,





RECEIVED

November 12, 2007

Dept. of Attorney General
Consumer Protection Division

State of Michigan / Department of Attorney General Mike Cox / Attorney General P.O. Box 30213 Lansing, Michigan 48909

RE: AG#200716548

Dear Sir or Madam:

I am in receipt of your letter dated 11-06-07 in regard to the above mentioned case. To say that I was very disappointed in your response would be an understatement. I truly believed that part of your existence was to protect the consumer from unfair and deceptive business practices. You received a one paragraph response and a copy of a suspension waiver from Narconon and felt that was a sufficient enough response puzzles me to say the least. I am once again requesting your help in resolving this issue against a company doing business in your state using deceptive business tactics. I ask that you consider the following points:

- Do you not think that it is strange that Narconon did not respond to my previous three inquiries to them until you folks got involved? What are they trying to hide?
- In Narconon's response they indicated I signed a non-refundable agreement where is the copy of this document? And if I did in fact sign a non-refundable agreement, I was not "very informed" as Narconon states. The document that I do remember signing was that I was to be the "call person" if my anted to leave their facility. I believe that Narconon preys on unsuspecting parents that are not thinking clearly. They know that when a parent takes their child to their facility, the parent would be willing to do almost anything to help their child. So, again that is where their deceptive business practices start.
- In Narconon's response they indicated in the program "90 days" after entering the
  program leading one to believe that he was in their program for 90 days. Hardly, he was only
  in their facility/program for around 23 days.
- In Narconon's response they indicated the program is "front loaded" and most of the money is
  used in the beginning. Wow!!!!!! I guess so!!!!!! As I previously explained to you, Narconon has
  collected \$30,500 from me. By simple arithmetic, dividing the amount collected from me by
  the 23 days they provided services equals an astounding cost of \$1326.00 per day!!!!! Please,
  the average cost per day for a hospital is only \$212.00!
- In Narconon's response they included a signed suspension waiver and indemnification form signed by my By my own admission, he would have signed anything at that point to be released from their program. He was going through withdrawal at the time and was not thinking clearly. So as you can see, their program did not work for my

Narconon's staff have never followed up on my well being since leaving their program.
 You would think that if they really had their patients' / students' best interests at heart they would have at least followed up once since leaving their program 02-23-07. No, of course not, because I believe with my to reentering their program, they have no other costs for his care, therefore increasing their profit margin significantly.

I hope that the above mentioned points will propel you to once again try to help me in resolving this issue. As I have indicated before, I am not questioning the amount Narconon charges for their services, but I am questioning why they feel they are entitled to monies that they did not earn. I feel that Narconon utilizes deceptive business practices when admitting their students / patients by preying on unsuspecting loved ones that are in a crisis situation. It appears to me that you have a business in your state that is not very moral or ethical in their business practices.

Also, I would like to know if you have any record of any other complaints being filed against Narconon. If so, I would appreciate knowing who filed the complaints in the event that a class action suit becomes inecessary.



Perrin,	Margaret	M	Ms.
---------	----------	---	-----

From: "Michelle Darrell"

Sent: November 05, 2007 5:04 AM

To: Internet Recipients, Listed

Internet: "Michelle Darrell"

File v Narconon Stone Hawk - 2007-16548

Name:

**Topic:** AG# 200716548

CP084

From: "Michelle Darrell"

Date: Fri, 02 Nov 2007 19:51:51 -0400

Subject: AG# 200716548

Re: #200716548

Dear Mike Cox:

This letter is to confirm that left the program at Narconon Stone Hawk by his own free will. Mr. legisled an Indemnification Waiver after many attempts to handle him (see attached document). The complaintant signed a non-refundable agreement and was very informed when he signed the contract. The program is front loaded and most of the money is used in the beginning, as the contract states (available upon request). If the program on February 23, 2007 - 90 days after entering the program.

Feel free to call anytime at 231-314-5213

Sincerely,

Per Wickstrom

President

Michelle Darrell

Stone Hawk Rehab

**Executive Assistant** 

231-314-5217 office

231-314-5216 fax

mdarrell@narcononstonehawk.com

Page 2 of 2

CP INTERNE	T WEB COMPL	AIN I		and the second s	Date Received:	10/17/2007
CP No. 200716	548		Internet ID No.	cp108au1620	d .	
			Present Status:	Open		
Consumer Inf	ormation					
Name						
Address						
City, State, Zip	GROVE CITY			OH 43123	3	
County	OUT-OF-STATE			]		
Home Phone No.	614-870-7166		Work Phone No.	614-274-1444	4	
Primary Comp	any Complained A	gainst —		<del></del>		
Name	NARCONON STONE	HAWK (PE	R OR KATE WICKS	TROM)		
Address	216 ST MARYS LAKE	ROAD				
City, State, Zip	BATTLE CREEK			MI 49017	7	
County	KALAMAZOO			]		
Company Ph No.	269-969-9773		Company Fax No.	269-969-975	9	
Company Email						
Company Website	narcononstonehawk.c	com				
Secondary Co	mpany Complaine	d Against				
Name						
Address						
City, State, Zip						
Company Ph No.			Company Fax No			
Company Email						
Complaint Info	ormation					
Did you sign a cont	ract?		Y = Yes N	l = No		
Where did you sign	this contract?					
Is there a court act	ion pending?		Y = Yes N	= No		
Motor Vehicle	Warranty Compla	int Informa	ation ———	11111.11		
Vehicle Make, Mod	lel and Year:					
VIN No.:						
Is there additi	onal documentation	on being fo	orwarded?			

Complaint Detail Information
believe the attached letter will describe my problem, the attempts I have made to correct it, and how I would like to have the problem resolved.  I mailed the first letter on 08-17-07 via certified mail - return receipt requested. It was returned by the postal service marked "return to sender - refused - unable to foward." I then remailed the letter on 08-30-07 with no response. I again mailed the letter on 09-19-07, again with no response.  I am quickly loosing my patience with this facility. When we first talked with them about admitting my were most interested especially since I had had a cashier's check for them in the amount of \$25,500.00. Again, when they requested another \$5,000.00 for my be be re-admitted to their program, they were most interested to charge my Visa credicard for this amount.  But now that we do not require their services, they don't even acknowledge me with a return letter, phone call or anything else is hard for me to believe that any organization / business expects to be paid monies for services that are not provided. As I indicated in my letter, I do not expect a full refund. But I do not believe that they performed services worth \$30,500.00. Students / patients at their facility are usually there for 4-6 months. How can they possibly substantiate not refunding some of monies when my was in their facility for only 23 days?  Any help you can provide for me will be greatly appreciated since I am unable to get any response whatsoever from Narconon and I am very frustrated.  If they would at least respond as to their position I would know then how to proceed with my claim.  If you should need any additional information or documentation please feel free to contact me at any time.
Thank You,

Grove Citv. Ohio 43123

August 17, 2007 Narconon Stone Hawk Attn: Per & Kate Wickstrom 216 St. Mary's Lake Road Battle Creek, Michigan 49017

RE:

Dear Per & Kate,

I hope this letter finds both of you in good health.

I am writing this letter to request a refund of monies paid to you for services that were not provided.

Albeit, the services not provided were not by your choice, nevertheless, they were still not provided. For whatever reason, your

program was not the "one" for a lam sure that your program has and will continue to work for others, but this was not the case for have listed below what I feel is an accurate account of monies paid and the amount of time that your program:
Monies Paid:
<ul> <li>11-25-07: \$25,500.00 paid to your firm via cashier's check which included a \$500.00 medical deposit</li> <li>12-23-07: \$5,000,00 paid to your firm via Visa for withdrawal and ethics cycle for which he was at your withdrawal facility for only a few hours as shown below</li> </ul>
Time Line Of Time Spent In Your Facility:
<ul> <li>11-25-06: admitted to your program / facility</li> <li>12-07-06: signed himself out of your facility</li> <li>12-23-06: proce again admitted to your facility</li> <li>12-23-06: signed himself out within a matter of hours</li> <li>01-16-07: again admitted to your facility – no need for withdrawal / detox as he was in jail from 12-24-06 to</li> <li>01-16-07: again signed himself out of your facility</li> <li>02-07: admitted to your program and signed himself out a few days later</li> </ul>
If my calculations are correct, pent somewhere around 23 days in your facility. I would assume that the per day cost of your treatment is greater in the withdrawal / detox facility. However, as you can see, the second \$5,000.00 paid to you 12-23-0 was never used.
It is my understanding that would have up to one year to re-enter your program. I believe this expiration date to be 11-25-07. However, I don't believe has any intention to return to your facility.  Therefore, I am requesting a reasonable refund of the monies paid to you. I don't think this is unreasonable since 4-6 months services were not provided. Again, I understand that you were willing to provide these services, nevertheless, they were not.
Please advise me what amount of refund you feel is fair for the both of us. I will rely on you to provide me with the calculations as I have no way to figure the per day cost of care during detox and / or at your other facility.
I would also like to thank all of you for your concern and efforts. My conversations with Eric, Derek, Doug, Per and the rest of your staff were always helpful and pleasant. Again, for reasons I will probably never know, your program was not a good fit for
By the way, and has now been sober / clean for almost five months through a program here in Columbus. I know it is only five months, but it seems like a lifetime for us as comparing it to the last 2 years or so.
I wish to thank you for your past services and cooperation. I would not hesitate to refer someone to your firm. I will look forward your prompt reply.

Very truly yours,

## Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2008-cp0430123151862 Submitted: 4/30/2008 12:31:51 PM

Consumer Information

Your Last Name: First Name:

Your Street Address: City: Bristol
Your State: CT Zip Code: 06010

Your County:

Your Home Phone: Your Work Phone:

Fax Number: E-mail Address: @yarde.com

City: Battle Creek

M.L.:

Ext.:

Primary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name:

Complainee First
Name:

Company Name: Narcanon - Stonehawk

Street Address: 216 St. Marys Lake Road

State: MI Zip Code: 49017
Phone:

County: Phone:
Fax Number: E-mail Address:
Web Site Address: Product Offered:

Secondary Company Or Person Your Complaint Is About

Company or Person? Company

Complainee Last Name: Complainee First Name:

Company Name:

Street Address: City:

State: MI Zip Code:
County: Phone:

Fax Number: E-mail Address:

Web Site Address:

Motor Vehicle Warranty Complaint Information

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

Complaint Information

Incident Date\Time: 2/11/2008 1:00:00 AM

Incident Location: Narconon Stonehawk, Battle Creek, MI

Approximate Monetary Value: \$5,760 in benefits

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? continue to tell me "they will take care of it"

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

Was this complaint filed with any other agencies? False

#### Complaint Detail/Inquiry Information

I entered the Narconon Stonehawk program on 1/11/08 and they initially submitted paperwork to my insurance carrier so I could receive short-term disability payments while I was out of work. I received payments for 01/11/08 through approximately 2/11/08. The insurance carrier stopped payments at that point because they did not receive the necessary updates and paperwork from the doctor's at the facility. I have no source of income for the period of 2/11/08 through the point in time I left the facility in the second week of April (this is approximately 8 weeks). I've called numerous times requesting they complete the paperwork so I can be paid, yet the insurance carrier has still not received it. It's now going into May and I have not received the benefits I am entitled to due to their lack of concern and responsibility to respond. Eventually, the insurance carrier will deny my claim because they will consider it 'not filed in a timely manner'.

[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.

809 W. Erio St. Albion, Mi 49224 517-829-8561 ext. 106 (office) 517-829-8424 (faxt)



To:	Beth Thomas	From:	Michelle Derrell	
Faoc	517-241-3771	Peges:	Including cove	
Phone:	517-335-0848	Dete:	7/16/08	
Re:				
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- <b>C</b>				

## PERSONAL AND CONFIDENTIAL

Sincerely,

#### Michelle Darreii

This message is for the recent person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is welved or lost by any min-transmission. If you receive this message in error, please instructionly delate it and all copies of it from your system, destroy may hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, cliebilistic, print, or copy any part of this message if you are not the intended recipient.



# Stone Hawk Rehabilitation Center

216 St. Mary's Lake Road, Battle Creek, MI 49017 (269) 969-9773 • Fax (269) 969-9759 • www.narcononstonehawk.com For immediate assistance call 1-800-420-3147

July 16, 2008

State of Michigan Attorney General

Refer to AG No: 2008-cp0430123151862

Beth Thomas;

This is the information that I have regarding Mr. I have spoken to our Director of Nursing Jennifer O'Neill, she has relayed to me that abe completed all of the necessary paperwork for Mr. o receive his benefits. She also stated that she has faxed it several times and mailed a hard copy. I am attaching the paperwork that was submitted for him. Please let me know if you should have any further questions regarding this matter.

Sincerety.

Michelle Darrell

Director of Legal Affairs

ATTN: LORT BERNABUCCI

# Integrated STD/LTD Disability Benefit Proof of Loss

\* PLEASE CALL (THEAVE MESSAGE) C PH# WILL

W/ ANY QUESTIONS OF CONCERNS.

THANKS AGAIN FOR ALL YOUR HELP.



Life Inturence Company of North America Connecticus General Life Insurance Company CIGNA Life Insurance Company of New York

CIGNA Group Insurance Life . Accident . Disability

Connecticut General Life Insurance Company Life Issurance Company of North America CIGNA Life Issurance Company of New York



MAIL OR FAX TO: CIGNA Group Insurance Intake Service Center 12225 Greenville Ave., Suite 1000 Dallas, TX 75243

Fecalmile (800) 642-8563

FRAUD WARNING: Any person who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act. For residents of the following states, please see the reverse side of this form: California, Colorado, District of Columbia, Florida, Kentucky, Maryland, Minnesota, New Jersey, New York, Oregon, Pennsylvania, Tennessee,

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## DISCLOSURE AUTHORIZATION

I AUTHORIZE; any doctor, physician, neuter, nearth care practitioner, hospital, clinic, other medical facility, professional, or provider of health care, medically related facility or association, medical examiner, pharmacy, employee assistance plan, insurance company, health maintenance organization or similar entity to provide access to or to give the company named below (Company) or the Plan Administrator or their employees and authorized agents or authorized representatives, any medical and nonmedical information or records that they may have concerning my health condition, or health history, or regarding any advice, care or treatment provided to me. This information and/or records may include, but is not limited to: cause, treatment, diagnoses, prognoses, consultations, exeminations, tests, prescriptions, or advice regarding my physical or mental condition, or other information concerning me. This may also include, but is not limited to, information concerning: mental illness, psychiatrio, drug or alcohol use and any disability, and also HiV related testing. infection, Illness, and AIDS (Acquired Immune Deficiency Syndrome), as well as communicable diseases and genetic testing. If my plan administrator sponsors both a disability plan underwritten or administered by Company and a medical plan of any type written by another CIGNA company, the information and records described in this form may also be given to any CIGNA Company which administers such medical or disability benefits for the purpose of evaluating any claim that may be submitted by me or on my behalf for benefits, for evaluating return to employment opportunities, and for administering any feature described in the plan. This information may also be extracted for use in audits or for statistical purposes.

I AUTHORIZE: any financial institution, accountant, tax preparer, insurance company or reinsurer, consumer reporting agency, insurence support organization, Claimant's agent, employer, group policyholder, business associate, benefit plan administrator, family members, friends, neighbors or associates, governmental agency including the Social Security Administration or any other organization or person having knowledge of me to give the Company or the Plan Administrator or their employees and authorized agents, or authorized representatives, any information or records that they have concerning me, my occupation, my activities, employee/employment records, earnings or linances, applications for insurance coverage, prior claim files and claim history, work history and work related activities.

I UNDERSTAND: the information obtained will be included as part of the proof of claim and will be used to delermine eligibility for claim benefits, any amounts payable, return to employment opportunities, and to administer any other feature described in the plan with respect to the Claimant. This authorization shall remain valid and apply to all records. Information and events that occur over the duration of the claim, but not to exceed 24 months. A photocopy of this form is as valid as the original and I or my authorized representative may request one. I or my representative may revoke this authorization at any time as it applies to future disclosures by writing the Company. The information obtained will not be disclosed to anyone EXCEPT: a) reinsuring companies: b) the Medical Information Bureau, Inc., which operates Health Claim Index (HCI); c) fraud or overinsurance detection bureaus; d) anyone performing business, medical or legal functions with respect to the claim or the plan, including any entity providing assistance to the Company under its Social Security Assistance Program and employers involved in return to employment discussions; e) for audit or statistical purposes; f) as may be required or permitted by law; g) as I may further authorize. A valid authorization or court order for information does not waive other privacy rights.

If my medical information contains information regarding drug or alcohol abuse, I understand that my records may be protected under federal (42 CFR Part 2) and some state laws. To the extent permitted under law, I can ask the party that disclosed information to the Company to permit me to inspect and copy the information it disclosed. I understand that I can refuse to sign this disclosure authorization; however, if I do so. Company may deny my claim for benefits pursuant to the plan. The use and further disclosure of information disclosed hereunder may not be subject to the Health Insurance Portability and Accountability Act (HIPAA).

Claimant's Authorize	Representative:
Relationship,	Date: 1. 21.06
If other than Claiment	
"Company" refers to:	Life Insurance Company of North America
	Connecticut General Life Insurence Company CIGNA Life Insurence Company of New York

## PROHIBITION ON RE-DISCLOSURE

If the medical information contains information regarding drug or alcohol abuse, it may be protected under federal law. Federal regulations (42 CFR Part 2) prohibit any person or entity who receives such protected information from the Company from making any further disclosure of it without the specific written consent of the person to whom it persons, or as otherwise permitted by such regulation. A general authorization for the release of medical or other information is not sufficient for this purpose. The federal rules restrict any use of such protected information to criminally investigate or

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## IMPORTANT CLAIM NOTICE

California Residents: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado Residents: it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of

District of Columbia Residents: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Residents: Any person who knowingly and with Intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kentucky Residents: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maryland Residents: Any person who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false Information; or (2) conceals fer the purpose of misleading, information concerning any fact material thereto, may be committing a fraudulent insurance act.

Minnesota Residents: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed \$5000 and the stated value of the claim for each such violation.

Oregon Residents: Any person who knowingly and with Intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or, (2) conceals for the purpose of misleading, information concerning any material fact, may have committed a fraudulent insurance act.

Pennsylvania Residents: Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person

Tennessee Residents: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include Imprisonment, fines and denial of insurance benefits.

Texas Residents: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is gullty of a crime and may be subject to fines and confinement in state prison.

Virginia Residents: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits application or files a claim containing a false or deceptive



# Moss (9/3/08)

DAG 008-001 Authority: 1976 PA 331 Compliance: Voluntary Penalty: None

## DEPT. OF ATTORNEY GENERAL RECEIVED

MICHIGAN DEPARTMENT OF A (1502002) GENERAL

# CONSUMER PROTECTION DIVISION CONSUMER COMPLAINT/INQUIRY FORM

Please be aware of the following:

Complaints and inquiries become public records when they are submitted to the Attorney
General's office, and under the Michigan Freedom of Information Act, copies may be subject to
disclosure to anyone who asks for them.

A copy of the complaint may be sent to the business against whom the complaint is accurate company Fax number will expedite processing.

A copy of the complaint may be sent to other

Please be particularly and the complaint may be sent to other.

information, you should mail that information and the corresponding complaint.

Consumer Information		_	
Your Last Name:	First Name	e:	500:000
Your Street Address:	Cit	Y: ALTAMONTE	
Your State: FL	Zip Code:	32701	<del></del>
Your County: Seminolo			
Your Home Phone:	Work P	hone: N/A	@ AOL.CO.
Fax Number: NA	E-mail Add	iress: .	G HEC. Co.
Primary Company or Person Your C	omplaint is About	_	
Company Name NARLON	ION STONE 1	HAWK Rehabi	Intalia Cent
Street Address: 216 ST.	MARY'S	City: BATTLE	CREEK
State: MI	Zip C	ode: 49017	
County: CALHOLD	Ph	one: 269-96	9- 9713
Fax Number: 269-969	-9759 E-mail Add	ress:	
Website Address:	<u>,</u>	***	

Secondary Con	npany or Person Your Complaint is About
Company: N	ame:
Street Add	ress: City:
State:	Zip Code:
Phone:	
Fax Numb	er: E-mail Address:
Web Site	Address:
Complaint Info	rmation
Is Your Comp	olaint About A Bill? Yes No No Refund
•	lease Provide A Copy.
Approximate	Monetary Value: \$ 6.824.00
Did You Sign	A Contract? Yes Y No
Where	Did You Sign This Contract: NARCONON IN Battle Creek
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Do You Have Representing	e An Attorney g You On This Matter?: Yes No 💽
Motor Vehicle	Warranty Complaint Information
fill out this section concerning auto	nt involves motor vehicle manufacturer warranties or non-dealer service contracts, please ion. Most other auto-related complaints, including dealer complaints and complaints omotive repairs and repair facilities, must be filed with the Department of State's <u>Bureau of vices</u> : 1-888-767-6424.
Vehicle Make,	Model and Year:
VIN No.:	
Complaint De	tail/Inquiry Information
Describe your problem resolv	problem, what attempts you have made to correct it, and how you would like to have the red. Use additional sheets if necessary.
Ple	use ou attached.

# Moss (9/3/08)

/Page 1)

At the suggestion of Senator Carl Levin's office, I am contacting the Attorney General's office to seek help. Because my wear old wis an and has and has for years, he finally realized he needed to quit drinking. As a result of my calls from the internet, "Bobby" from Narconon Stone Hawk Rehab Center in Battle Creek, called me seeking to work out financial details that would enable my to enroll in their facility. Bobby's offer to train as a counselor was the closing deal for me as had little work the past 2 years building swimming pools due to the real estate collapse. Bobby assured us that could choose one of the 4 locations Narconon had in California or in New Mexico to pursue his new skills after his successful conclusion of the program and getting away from his friends in Florida was important to us.

Because we have family in Battle Creek and Decatur, Michigan, the location in Battle Creek seemed a good choice for his rehab. Additionally, was born in Toledo, about a 3 hour drive from Battle Creek, and I still have family living there.

The costs were to be \$14,000.00 up front, another \$10,000.00 within 30 days, and \$8,000.00 credited back to my because of his willingness to be trained as a counselor. This was thoroughly explained to us before we left for Michigan and again after our arrival in Battle Creek. I took retirement money to pay the \$14,000.00 and made plans to borrow the balance. This would cover 6 months for the program, training, and a livable salary as a counselor at one of their other facilities for a year.

we went over the contract that Nick Thiel went through page by page. I did not receive a copy of this contract until weeks later and when I did, found it did not contain the same information that Nick and Bobby explicitly stated. Particularly I refer to page 4 on the refund policy (copy enclosed.) Nick expressly stated that if the in the first 30 days was found to have an underlying physical ailment, my money would "of course" be refunded so I could bring him home for treatment.

I should have recognized that maybe this place was not quite what I had imagined when we were picked up at the Detroit airport on June 7 by a Narconon driver who reeked of alcohol. The drive to Battle Creek was one of my life's worst experience with his speeding and weaving on the road. After I complained about this wild ride, Nick and Bobby assured us the driver had passed an alcohol breath-a-liser test and perhaps we were mistaken he had been drinking. My was ushered off to Grand Rapids by a different driver, for at a "hospital". The reason they took him to Grand Rapids, so they told us, was because the Grand Rapids hospital was better than the one in Battle Creek. I learned later they took him to the Grand Rapids "Turning Point" program at the Salvation Army - hardly a hospital.

I left Michigan thinking he was in a better place and he was going to get the needed help to get well and sober. On June 19 phoned me to say the doctor told him that blood

page 2

not treat him there. I immediately called his counselor Nick Thiel and also spoke with an administrator named Miriam, and they agreed that he should come home. Nick confirmed that as previously discussed, my money would be refunded because we were still in that 30 day period. I volunteered to say that it would be fair to deduct from the \$14,000.00 for whatever treatment had received. My returned home June 20.

After arrived back home I learned about the Salvation Army Turning Point program. He said he was in a room containing 6 cots and they gave him a shot that knocked him out for a couple days and then taken to the intake facility of Narconon. There they did blood tests. was so sick that they could not let him participate in the sauna detox, which was their normal procedure. Incidentally, I confronted Nick after learning about the Salvation Army "hospital" and he told me they send patients to Turning Point all the time and that it costs them \$3,000.00. I find this hard to believe since Turning Point is state funded.

I've called many times to find out when my refund would be sent. On July 8, I spoke again with Bobby, who assured me I was on the "fast track list" for a refund. Michelle Darrell sent me a packet of papers (copies attached) outlining charges and stating I would be receiving a refund of \$6,728.00 from the \$14,000.00 I previously paid. My attorney here in Florida would not let me sign their release papers because of the wording, and instead prepared a release with the basic agreement intact but protected me (copy of which is attached). She, incidentally, does not represent me in this matter but I did not want to sign Narconon's release without the advice of an attorney as at this point in time I was beginning to not trust Narconon.

On August 16 I received a check in the amount of \$490.45 from Narconon. I contacted Michelle inquiring what the check was for and although she was supposed to call me back to advise when the remainder of the money would be sent, I've heard nothing. This is just more of the promises, double talk and games that Narconon plays that are too numerous for me to list here. The deadline of August 19 has now long past. I have not cashed their \$490.45 check as I have no understanding as to how or why that check was sent to me.

I'm a vear old senior on Social Security and pension, retired from WESH Television (NBC) in Orlando, and a cancer survivor. I feel very stupid for being what at best, would be called naïve, or worse, scammed. My one consolation and the one redeeming reward is that so not drinking as he realizes that if he does, it will likely kill him. In the meantime, since like loes not have medical insurance, I've had medical bills for further tests and treatment. I am hopeful your investigation into what is clearly shady business practices, will provide some relief for not only my lost money, but to prevent Narconon's bad behavior to continue.



Enclosures:

contract (4 pages)

Lab tests (4 pages)

Waiver signed by (false)
Release papers (3 pages unsigned)
Release papers (signed by me)
Copy of check received

# NARCONON ® STONE HAWK REHABILITATION CENTER

# **ENROLLMENT AGREEMENT**

TO:	
PHONE:	
FAX:	
DATE: 6-7-08	TIME: 4: 40
FROM: Narconon Stone Hawk Representati	ive
either for yourself or another. Below	Hawk in regard to enrollment into the program, are the financial arrangements you are agreeing fter reading this agreement and fax back to us at
Should you have any questions, please	e feel free to contact us at 877 362 9682

#### SERVICES PROVIDED:

THESE SERVICES WERE WRITTEN AND DEVELOPED BY FOUNDER WILLIAM BENITEZ & AUTHOR/HUMANITARIAN L. RON HUBBARD

Services provided include, but are not limited to the following: DRUG FREE WITHDRAWAL COMMUNICATIONS COURSE THE NEW LIFE DETOXIFICATION PROGRAM THE LEARNING IMPROVEMENT COURSE COMMUNICATION AND PERCEPTION COURSE UPS AND DOWNS IN LIFE COURSE PERSONAL VALUES AND INTEGRITY COURSE THE WAY TO HAPPINESS COURSE

We also provide, along with this, many other services as needed depending on the individual. These services include but are not limited to intake counseling, IQ testing, personality testing, family counseling services, individualized ethics programs, various medical services including 24 hour nursing staff available, room and board, etc. Most of these services are included in the price of the program.

#### FEE SCHEDULE:

A person enrolling into the program ("Student"), or any Responsible Party, Conservator or Guardian (referred to herein collectively as "Responsible Party") who shall sign this agreement as a third-party beneficiary, is primarily responsible for payment of any and all of the Narconon program fees and related charges, and must make full and satisfactory payment arrangements with Narconon Stone Hawk prior to Student's entry into the program. All payments are nonrefundable exceptotherwise provided herein.

Payment for the standard Narconon program as described in the program description must be made by one of the following methods: Cash, certified funds, personal checks, credit cards (3% admin fee). An administrative fee of 3 % will be charged for payments made by credit card. We do not accept American Express for payment

Extra charges for the withdrawal portion of the program may apply.

- 1. A single payment of \$29,000.00 (Twenty seven thousand nine hundred dollars) prior to or upon entry into the program; OR.
- 2. \$16,000.00 dollars down and \$16,000 upon the completion of the first 30 days of the program.
  - SPECIAL CASE AMENDMENT--\$24,000.00 program cost with a partial work exchange program consented to by student. A down payment of \$14,000.00

and the balance of \$10,500,00 within two weeks of student entry to the program.

Senior Director for Expansion Approval	_
Senior Director for Expansion Approximation	
Oction = "	_

A person may have medical insurance which may pay all or some of the program fees. It is the policy of Narconon Stone Hawk that we do not accept insurance as payment, but wilt assist the student and/or family in submitting necessary information to the insurance company for reimbursement. The Student and Responsible Party must call the insurance company (if any) and pre-certify the student before his/her arrival at Stone Hawk. The Student and Responsible party also understand that there is no guarantee they will receive any reimbursement from the insurance company and that your insurance company's rejection does You must request not alter or modify your obligation to Narconon. reimbursement from your insurance company in writing within two days of execution of this enrollment agreement. A minimum charge of \$395.00 will be added for administrative fees on all insurance claims. The Student, guardian, conservator or Responsible Party, who shall also sign this Agreement, shall remain the primary party responsible for full payment of all fees associated with the individual's stay with Narconon Stone Hawk.

A person entering into the program may appoint a guardian, conservator, or other Responsible Party to assist in paying the fees and charges incurred during participation in the program. A guardian/conservator/responsible party can be a parent or other relative, friend, or merely a person or organization interested in the individual's welfare. To the extent that a guardian or conservator has been appointed to represent the interest of the participant, then the guardian/conservator or Responsible Party shall be required to read, understand and sign a copy of the underlying Enrollment Agreement. It must be understood that a person enrolling in the program and the guardian/conservator or Responsible Party are jointly and severally liable for payment of the fees and charges arising under the Enrollment Agreement.

By signing this Enrollment Agreement, it is understood that Narconon Stone Hawk provides a highly successful program to those entering. However, each individual's success depends upon and is based on the individual and their investment and involvement with the program and services provided. A person's success is his/her own and there are no guarantees, although every opportunity is awarded an individual for his/her success.

## NO-REFUND POLICY:

I (we) understand that Narconon Stone Hawk customizes each individual student's program for that individual student's entire term and reserves a place for the student in the program. Consequently, the expenses of the program and facilities are largely budgeted well in advance. I (we) agree that my (our) obligation to pay the program fees, related charges and other fees for the full term of the program is absolute and unconditional and is in no way affected or excused by the absence, withdrawal.

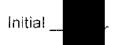
discharge or suspension of the applicant (student) for any reason, unless otherwise stated herein. The major expense and cost to Narconon for the operation of the program is experienced in the earliest days of the Student's participation, including but not limited to, initial nursing assessment, 24 hour trained Withdrawal Specialist, 24 hour registered nursing, evaluations and assessments, physical (performed by Medical Doctor), psychological evaluation (if needed), administration fees (Intake), room and board, personal hygiene products (if needed), a complete set of books for the entire program, family counseling services, IQ testing, personality testing, all blood work, pregnancy testing (when applicable), and personal counseling services (if needed).

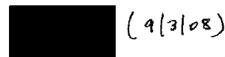
There are NO REFUNDS except as follows:

- (a) If Student leaves the program, whether voluntarily or involuntarily, within the first 15 days of the program, Narconon Stone Hawk shall reimburse the party who advanced the funds for the program an amount equal to the difference between the amount already paid for the program and \$15,000 (in other words, Narconon shall retain \$15,000 of the program fee paid):
- (b) If Student leaves the program, whether voluntarily or involuntarily, within the second 15 days of the program (between days 16 and 30), Narconon Stone Hawk shall retain \$15,000 plus \$1,000 per day for each day after the 15<sup>th</sup> day and through the 30<sup>th</sup> day, the remainder being refunded to the party who paid the program fee.
- (c) If Student leaves the program, whether voluntarily or involuntarily, 30 days or more after enrollment, neither Student nor any Responsible Party shall be entitled to any refund.

Student and Responsible Party understand and acknowledge that they are bound by the terms and conditions of this No-Refund Policy and the other provisions of this Agreement. Responsible Party further agrees and acknowledges that he/she has a personal relationship with enrolling Student the characteristics of which result in Responsible Party's desire for Student to participate in the program. Responsible Party affirms and agrees that he/she is receiving a direct benefit to him/herself as a result of Student's participation in the Program, which benefit constitutes good and valuable consideration for the commitments made by Responsible Party hereunder.

Notice is hereby given to Applicant that this provision shall act as an Affirmative Defense and/or basis for Summary Proceedings in any suit for wry attempt in recovery of a refund of payment made to Provider. Responsible Party further agrees to indemnify and hold Narconon, its agents, servants, employees, representatives, successors, assigns, owners, and managers harmless from and for any claims associated with Student's premature departure or leave of absence from the program, including but not limited to claims for personal injury or contract damages (including claims for a refund of the program fees) pursued by Student, Responsible Party, Responsible Party's heirs, distributees, guardians, legal representatives, assigns, or any





# REGIONAL MEDICAL LABORATORIES, INC. 175 College Street, Battle Creek, MI 49017

Location .: Narconon Stone Hawk Rehab. Ctr.

Ordering Dr.: Holmes, Martin

Patient Information;

#### IMMUNOLOGY

Patient:

DOB: Copy To:

Account #

Date Collected:

06/10/08

Time:

1600

Test  $\mathrm{Hep} \; \mathbb{C} \; A\mathbb{B}$  Units

Expected Range

[Negative]

Positive

Outpatient Escounter Printed: 6/17/2008 4:04 AM

Regional Medical Laboratories, Inc. James Niewenhuis M.D., Medical Director Page: 1 of 1

)6/12/2<u>008 05:34:55 AM Regional Medical Laboratories, Inc. 269-969-6161 Page 6 of 8</u>

(9/3/08)

#### REGIONAL MEDICAL LABORATORIES, INC.

175 College Street, Battle Creek, MI 49017

Patient:

Account #:

DOB: Age: Years Sex: Copy To:

Location.; Narconon Stone Hawk Rehab. Ctr.

Ordering Dr.: Holmes, Martin

Patient Information

#### CHEMISTRY

Date Collected:

06/10/08

Time:

1600

Test

Expected Range

[5-40]

41 H

ALT w/

Units u/L u/L

[0-40]

123 H

#### HEMATOLOGY

Date Collected:

06/10/08

Time:

1600

Test

Units Expected Range

Hemoglobin g/d

g/dL [13.5-17.5]

9.9 L

Hematocrit

%

[39.0-52.0]

29.8 L



#### REGIONAL MEDICAL LABORATORIES, INC.

175 College Street, Battle Creek, MI 49017

Location.: Narconon Stone Hawk Rehab. Ctr.
Ordering Dr.: Holmes, Martin

Patient Information:

Patient:

Account #\*

DOB: Age: Rears Sex.

Copy To:

#### **IMMUNOLOGY**

Date Collected:

06/10/08

Time:

1600

Test

Units

Expected Range

[Negative]

Negative .

Hep A IgM AB HIV Antibody Screen

[Negative]

Negative



#### REGIONAL MEDICAL LABORATORIES, INC.

175 College Street, Battle Creek, MI 49017

Patient: Acco<u>unt.#:</u> DOB: Agc: Copy To.

Location .: Narconon Stone Hawk Rehab. Ctr. Ordering Dr.: Holmes, Martin

Patient Information

#### IMMUNOLOGY

Date Collected:

06/10/08

Time:

1600

Test

Units

Expected Range

Hep B Core IgM AB Hep B Surface AG

[Negative] [Negative] Negative.

Negative

Student Folder

Cc: Ethics Folder

Cc: Student

Ethics Officer Executive Director

## LEAVING AGAINST MEDICAL ADVICE WAIVER and INDEMNIFICATION

Date: 20 June

the attenuing physician at Narconon Stone Hawk and against the advice of the Technical Staff at Narconon Stone Hawk. I am leaving UNAUTHORIZED by either. I am leaving of my own free will. I will hold harmless Narconon Stone Hawk in the event that anything should happen to me when I leave or from any claims to any money paid for treatment. I am aware that if I revert to drugs and/or alcohol, that I will have to pay again for any services deemed necessary by the Case Supervisor including, but not limited to \$3,500.00 for repeat of the Withdrawal Program and/or \$1,500.00 for an Ethics Program if deemed necessary, upon my return to complete the program, if I so chose to. I understand that I will also re responsible for bringing any negative balances current in my Student Account and/or Medical Account if applicable. I understand this will have to be determined and agreed upon before any return is granted and is subject to bed availability. I realize that prior to any re-admission, arrangements need to be made through the Ethics Officer as he is my only line of communication my family or I have and that my Intake Counselor is not my contact person in this matter.

I further agree to indemnify and hold Narconon, its agents, servants, employees, representatives, successors, assigns, owners and menagers harmless from and for any claims associated with my leave of absences (or departure in the event I do not return), including but not limited to claims for personal injury or contract damages (including claims for a refund of the program fees) pursued by myself, my heirs, distributes, guardians, legal representatives, assigns, or any individual who signed the Enrollment Agreement in conjunction with my participation in the Narconon program. I understand and agree that I shall be a necessary party to any suit so instigated. I sign this of my own free will with no duress from any outside sources.

Student

- 6/28/08

Student

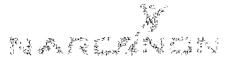
20 30-08

Witness

Date

Ethics Officer Narconon Stone Hawk 1-269-969-9773 Battle Creek 1-517-629-8275 Albion

Student Account Balance: -124.00
Medical Account Balance:



### **Stone Hawk Rehabilitation Center**

216 St. Mary's Lake Road, Battle Creek, MI 49017 (269) 969-9773 \* Fax (269) 969-9759 \* www.narcononstonehawk.com For immediate asstistance call 1-800-420-3147

10 July 2008

Re:		
-----	--	--

if you have any questions please call me at 517-629-8661. The release will need to be notarized and sent back to me at the address on the envelope.

Thank you for your patience,

Michelle Darrell Legal Affairs

## RELEASE OF ALL CLAIMS

entities or any individual or entity claiming responsibility for including himself, for and In consideration of the Six Thousand Seven Hundred Twenty Eight Dollars (6,728.00) paid by or on behalf of NARCONON STONE HAWK, receipt of which is hereby confessed and acknowledged, do hereby RELEASE, REMISE and FOREVER DISHARGE NARCONON STONE HAWK, KATE and PER WICKSTROM, their heirs, assigns and personal representatives and any other person, firm or corporation charged DR chargeable with responsibility or liability together or through the party or parties being released hereby, From any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, past present or future, arising out of the enrollment and discharge of the Narconon program.
I understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the person, firm and corporation hereby released by whom liability is expressly denied and that it is made to terminate further controversy respecting all claims that have heretofore asserted or that I might hereafter assert because of said event.
I agree there are no ill Feelings between parties and agree that this matter is being handled fairly
and mutually.  This release contains the entire agreement between the parties and the terms hereof are
contractual and not mere recitals.  I further agree to refrain from, making any dispersing comments regarding Narconon Stone Hawk.  This release shall not take affect until the Settlement proceeds have been received and negotiated.
DATE:2008
WITNESSES:
STATE OF
COUNTY OF
On this day of before me a Notary Public In and For said County, personally appeared to be the same person described in the within instrument, who being duly sworn, did say that he/she has read the foregoing Release by him signed, knows the contents thereof and that he executed the same as his free act and deed.
Notary Public
County,
Acting in
My commission expires:

Accounting Department Narconon Stone Hawk 216 St. Mary's Lake Road Battle Creek, MI 49017 269-969-9773

#### INVOICE

July 8, 2008

Altamonte Springs, FL 32701

ID Number:

Date	Description	Cost
6/10/08- 6/13/08	Withdrawal @\$1000.00 per day x 4 days	-4000.00
6/14/08	Book 1	-1000.00
6/10/08	Medical Testing	-899.00
6/10/08	Doctor Fees	-700.00
6/10/08	Transport Fees	-275.00
6/10/08	Administrative Fees	-398.00
6/10/08	Program Fees (paid for	14000.00
	TOTAL DUE	\$ 6728.00

Please remit the total amount due within 0 days.

Thank You,

Accounting Department

(9/3/08)

## RELEASE OF ALL CLAIMS

individuals or entitles or any individuals or entitles or any individuals (\$6,824.00) paid by or on behalf of INC., a Michigan non-profit corporated on Center of Albion (herein and FOREVER DISCHARGE NAPER WICKSTROM, their heirs, a parties being released hereby, frod damages, costs, expenses and con		and Twenty-Four Dollars ABILITATION CENTER, one Hawk and also as The reby RELEASE, REMISE EN J. WICKSTROM and if any other person, firm or of action, demands, rights,
The parties understant on the part of the person, firm and that it is made to terminate or that any party might hereaf Narconon Stone Hawk shall collability on account of the partition and their actions, demands, causes of a resulting therefrom.	Signed by me only. hever returned back to me by navon	admission of liability ty is expressly denied re heretofore asserted ent of the amount by loss from any further wk program, and any and all claims, usation whatsoever

The parties agree there a handled fairly and mutually.

his matter is being

This release contains the entire agreement between the parties and the terms hereof are contractual and not mere recitals.

The parties further agree to refrain from disclosing to any third parties the terms and conditions of the resolution reached herein, except to enforce the terms and conditions of this agreement.

	further agrees to refrain from making any disparaging	Comments regardir	'na
Narco	conon Stone Hawk, and Narconon Stone Hawk agrees to maintain patient of	confidences and refra	in
TOTA 1	n making any disparaging comments or reports regarding	or Th	ήσ
releas	ase shall not take effect unless the Settlement proceeds have been received	and repotiated by the	10
date s	stated above.	mgo dated by a	-

Date: 23 ,2008	
Witnesses:	
	JO ANNE MOSS
STATE OF FLORIDA COUNTY OF ORANGE	
instrument, who being duly swom, did say that she knows the contents thereof and that she executed to was personally known to me or produced the follow MY COMMISSION # DD 369742	he game up hos from and and don't
Date:, 2008	
Witnesses To Both:	NARCONON STONE HAWK REHABILITATION CENTER, INC.
	By: Kathleen J. Wickstrom As its President and individually
	Per Wickstrom

# STATE OF MICHIGAN COUNTY OF CALHOUN

the within instrument, who being duly sw them signed, know the contents thereof a or as the act of the corporation, being duly was personally known to make the duly	2008 before me, a Notary Public in and for said thleen J. Wickstrom and Per Wickstrom individually, and a above corporation, to be the same persons described in form, did say that they have read the foregoing Release by and that they executed the same as their free act and deed, y authorized to take such action. Kathleen J. Wickstrom the following as identification:  me or produced the following as identification:
	Notary Public
	Calhoun County, Michigan Acting in
	My commission expires:



Independent Bank

74-265-724

8/13/2008

PAY TO THE ORDER OF:	<b>\$</b> **490.45	
Four Hundred Ninety and 45/100***********************************	**************************************	7
Altamonte Springs, FL. 32701	Lawrence Enny	_
MEMO Med / Std Acc Refund Bill Moss	AUTHORIZED SIGNATURE	

LAWRENCE K. EMERY RESERVE ACCOUNT

Date Type Reference 8/13/2008 Med / Std Acc Refund

Original Amt. 490.45 8/13/2008
Balance Due Discount
490.45
Check Amount

Payment 490.45 490.45

Reserved Payment Ac Med / Std Acc Refund,

490.4

Kreis
Enderle
Hudgins

Russell A. Kreis Alan G. Enderte C. Reid Hudgins III Robert B. Borson Stephen J. Hessen

Thomas G. King Stephen L. Simons Mark E. Kreter Daniel P. McGlinn Raymond C. Schultz Jeffrey D. Swenarton James C. Boerigter Michael J. Toth Floyd E. Gates, Jr. J. Ryan Conboy Kay E. Kossen Scan P. Fitzgerald Janice Roark Peters Daniel J. Langdon Erika L. Salerno R. Ryan McNally Sara E.D. Fazio Robb S. Krueger Jeffrey T. Kortes Heather A. Bell James D. Lance Andrew J. VanBrenkhorst David C. Hill

A Professional Corporation
Attorneys at Law
One West Michigan Avenue
Battle Crock, MI 49017
269-966-3000
Fax 269-966-3022
http://www.loech.com

March 12, 2009



Re:

Narconon Stone Hawk Rehabilitation Center, Inc.

Student:

Dear Ms.

Enclosed please find a check in the amount of \$6,824 together with a copy of the signed Release dated July 23, 2008, and in recognition of the signed Release and the Complaint you filed with the Michigan Department of Attorney General. Narconon Stone Hawk Rehabilitation Center, Inc. now considers this matter closed.

Lastly, please sign the enclosed HIPAA Release with regard to the Michigan Attorney General's Office and return same in the enclosed self-addressed, stamped envelope.

Sincerely

Kreis, Enderle, Hudgins & Borsos, P.C.

. .

Michagi J

MJT/kad Enclosure

cc:

Beth Thomas, Complaint Specialist

John Walser Claudia Arcabascio Per Wickstrom 2694411145

KREIS ENDERLE CALLA

03:57:40 p.m.

03-16-2009

6/12

#### KREIS, ENDERLE, HUDGINS & BORSOS, P.C.

09371

VENDOR:			03/	12/09	CHECK NO.	9371	6824
OUR REF. NO	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID		DISCOUNT	TAKEN
139607	NARCON-03	03/12/2009	\$6,824.00	\$6,824.00		0.00	
Trust Dick	vicement.						

09371

KREIS, ENDERLE, HUDGINS & BORSOS, P.C. TRUST ACCOUNT ONE MOORSBRIDGE

P.O. BOX 4010 KALAMAZOO, MI 49003-4010 BANK OF AMERICA TROY, NUCHIGAN 9-90-720 MI

THIS CHECK HAS VARIOUS SECURITY REALWHES INCLUDING COLONED BACKGROUND AND MICHOPHINTING

CHECK NO.

CHECK DATE

VENDOR NO.

9371

03/12/2009

TEMP

PAY

Six thousand eight hundred twenty-four and NO/100

CHECK AMOUNT

\$6,824.00

TO THE ORDER OF

Michigan Attorney General Consumer Protection Division PO Box 30213 Lansing, Michigan 48909 APR 0 2 2009

JNSJINJA PIBMUSMC HOIRWIT

Dear Ms. Barron.

About two years ago, my attended Narconon Stonehawk drug and alcohol rehabilation center in Michigan. The facility overcharged me by over \$6000.00. I filed a complaint with your Department of Consumer Protection in an effort to recoup lost funds.

Now, after almost two years of trying, I received a check from Narconon's attorney settling the dispute. I am thrilled to receive the money since my and I are retired educators and can really use it.

This refund would not have occurred had it not been for the efforts of one of your employees. Ms. Beth Thomas, of the consumer protection services, diligently worked with the Narconon people on our behalf. Though it was quite frustrating with many roadblocks to overcome, she never quit. She persevered and refused to accept the inept answers and excuses that were thrown at her. She recognized the injustice that transpired and fought tirelessly to help my family settle this problem.

I am writing this letter to recognize her wonderful efforts and to commend you for having such a dedicated and caring person representing the State of Michigan. My family thanks your office and this wonderful, committed and understanding woman. Beth Thomas is an exceptional ambassador for your State.

Ortley Beach, NewJersey
08751

Russell A. Kreis Alan O. Enderle C. Reid Hudgins III Robert B. Borsos Stephen J. Hossen

Thomas G. King Stephen L. Simons Mark E. Kreter Daniel P. McGlinn Raymond C. Schultz Jeffrey D. Swenarton James C. Hoerigter Michael J. Toth Floyd E. Ostes, Jr. J. Ryan Comboy

Sean P. Fitzgerald Janice Roark Peters Daniel J. Langdon Erika L. Salemo R. Ryan McNaliy Sara E.D. Fazio

Robb S. Krueger Jeffrey T. Kentes Heather A. Bell James D. Lance Andrew J. VanBronkhorst David C. Hill

A Professional Corporation Attorneys at Law One West Michigan Avenue Buttle Creek, MI 49017 269-966-3000 Fax 269-966-3022 http://www.kech.com

March 12, 2009

Seaside Heights, NJ 08751

Re:

Narconon Stone Hawk Rehabilitation Center

Student:

Dear Mr.

Enclosed please find a check in the amount of \$6,772 together with a copy of the signed Release dated October 4, 2007, and in recognition of the signed Release and the Complaint you filed with the Michigan Department of Attorney General. Narconon Stone Hawk Rehabilitation Center, Inc. now considers this matter closed.

Lastly, please sign the enclosed HIPAA Release with regard to the Michigan Attorney General's Office and return same in the enclosed self-addressed, stamped envelope.

Sincerely

Kreis, Enderle, Hudgins

& Borsos, P.C. Michael From C. Preventer for

MJT/kad Enclosures

cc:

Beth Thomas, Complaint Specialist

John Walser

Claudia Arcabascio

Per Wickstrom

03-16-2009

#### KREIS, ENDERLE, HUDGINS & BORSOS, P.C.

09369

/ENDOR:			0	3/12/09	CHECK NO.	9369 67	72 00
JUR REF. NO.	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID		DISCOUNT TAKEN	
139605 Trust Disb	NARCON-03	03/12/2009	\$6,772.00	\$6,772.00		0.00	

KREIS, ENDERLE, HUDGINS & BORSOS, P.C. TRUST ACCOUNT

TRUST ACCOUNT ONE MOORSBRIDGE P.O. BOX 4010 KALAMAZOO, MI 49003-4010 BANK OF AMERICA TROY, MICHIGAN 9-90-720 MI

THE CHURCHAR HAR LANGUAGE SECURIAL AND A SECURIAL FOR A SECURIAL CONTROL OF THE SECURIAL FOR THE PROPERTIES.

CHECK NO.

CHECK DATE

VENDOR NO.

09369

9369

03/12/2009

TEMP

YAC

Six thousand seven hundred seventy-two and NO/100

CHECK AMOUNT

\$6,772.00

IO THE ORDER OF

809 W. Eriq St. Aibion, Mi 49224 517-829-8861 ext. 106 (office) 517-829-8426 (fax) DEPT. OF ATTORNEY GENERAL PLANT OF ATTORNEY GENERAL SUL 1 6 2008

CONSUMER PROTECTION

# NARCZINON Store Hank Fax Coversheet

To:	Beth Thomas	Firom;	Michelie Derreii	
Fax:	517-241-9771	Pagen:	including cover	
Phone:	517-335-0848	Date:	7/16/08	
Re;	2007-20080	·		
□ Urge	ent 🗆 For Review	☐ Please Comment.	O Please Ruply	☐ Please Recycle

#### • Comments

### PERSONAL AND CONFIDENTIAL

Sincerety,

#### Michelle Darrelt

This mannings in for the surmed person's use only, it may contain confidential, proprietary or inquity privileged information. No confidentiality or privilege is unived or lost by any min-transmission. If you receive this manage in error, please irrepositably datable it and all copies of it from your system, destroy any hard copies of it and notify the reaction. You mant real, directly or indirectly, use, disclose, distribute, print, or copy any part of this manage if you are not the intended recipient.

July 16, 2008



# Stone Hawk Rehabilitation Center

216 St. Mary's Lake Road, Battle Creek, MI 49017 (269) 969-9773 · Fax (269) 969-9759 · www.narcononstonehawk.com For immediate asstistance call 1-800-420-3147

State of Michigan Office of the Attorney General P.O. Box 30213 Lansing, MI 48909 Re: AG No.: 2007-20080 Attorney General: today regarding settlement for this complaint. It was a pleasure speaking to him today and we have come to an agreement. Narconon Stone Hawk will refund Mr. he difference of the amount that he received from his insurance company for the rest of the program fees in the amount of \$8,772.00, Mr. was in agreement with the on the amount and I have sent Mr. the release (attached) via email (attached) so that we can resolve this in a timely manner. has always been very polite and patient. I would like to apologize for the extensive time it took to resolve this matter and I conveyed that to him as well. If you should have any questions regarding this matter please feel free to contact me at 517-629-8661 ext. 106. Thank you for your time and consideration to this matter. Sincerely.

Michelle Darrell

Director of Legal Affairs

# YXHOO! MAIL

#### Release

From: \*Michelle Darrell\* <michelledarrell@yahog.com> @aol.com 871KB)

Wednesday, July 16, 2008 4:17 PM



The new contact information for me is 517-629-8681 ext. 106. Fax #: 517-629-6424

809 W. Erie St. Albion, MI 49224 You can open the file with any Photo program.

Talk to you soon,

Michelle

# RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENT, that i, the second well as other helividuals or entities or any individual or entity claiming responsibility for the second including himself, for any in consideration of the Six Thousand Seven Hundred and Seventy Two Dollars (86,772.DD) paid by or on behalf of NARCONON STONE HAWK, receipt of which is hereby confessed and acknowledged, do hereby RELEASE, REMINE and POLEVER DISCHARGE MARCONON STONE HAWK, ERIC AND MIRIAM TENORIO, their lashes, analgan and personal representatives and any other person, time or corporation charged by chargesian with responsibility or liability together or through the party or parties being released hereby, From any and all claims, actions, causes of action, demands, rights, descepts, each of the enrollment and discharge of the Marconon program.
I understand that this settlement is the compromise of a doubtful sed disprint claim, and that the payment is not to be construed as an admission of flability on the part of the person, firm and corporation hereby released by whom liability is expressly decided and that it is made to terminate further controversy respecting all claims that have heretofore asserted or that I might be cafter assert because of sold exempt.
I agree there are no III Feelings between parties and agree that this matter is being handled fairly and matually.  This release contains the entire agreement between the parties and the terms have form contraction and not more racitals.  I ferther agree to retrain from disclosing to any third parties the terms and conditions of the resolution reached herein.  I turther agree to retrain from, making any dispersing comments reparting Marconon Stone Handle.  This release shall not take affect until the Settlement proceeds have been received and negotiated.
DATE:ZGUE
STATE OF
COUNTY OF
On this
duly arrows, did may that he/she has read the foregoing Release by him signed, knows the contents thereof and that he executed the same as his free act and deed.
Motory Public  County,  Acting in

#cp8aol20t



# Stone Hawk Rehabilitation Center

216 St. Mary's Lake Road, Battle Creek, MI 49017

(269) 969-9773 • Fax (269) 969-9759 • www.narcononstopphase GOTTORNEY GENERAL

For immediate assistance call 1-800-420-3147R E C E I V E D

September 28, 2007

JAN 0 2 2008

Dear Mr.

CONSUMER PROTECTION
DIVISION

Please date, and sign the release of all claims. This paper will also have to be notarized and sent back to us in the mail to: 902 S. Cedar St. Kalkaska, MI 49646 ATTN: Michelle Darrell.

I will need the original mailed back to us.

Thanks so much.

Sincerely,

Staff of Narconon Stone Hawk

# cp 8 a 0 1 2 0 T

#### RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENT, that I, I as well as other individuals or entities or any individual or entity claiming responsibility for including him/herself, for and in consideration of the Eight Thousand Five Hundred Poliars and Zero Cents (\$8,500,00) paid by or on behalf of NARCONON STONE HAWK, receipt of which is hereby confessed and acknowledged, do hereby RELEASE, REMISE and FOREVER DISCHARGE NARCONON STONE HAWK, KATE and PER WICKSTROM, their heirs, assigns and personal representatives and any other person, firm or corporation charged or chargeable with reaponaibility or liability together or through the party or parties being released hereby, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, past, present or future, arising out of the enrollment and discharge of the Narconon program. I understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the person, firm and corporation hereby released by whom liability is expressly denied and that it is made to terminate further controversy respecting all claims that I have heretofore asserted or that I might hereafter assert because of said event. I agree there are no ill feelings between parties and agree that this matter is being handled fairly and mutually. This release contains the entire agreement between the parties and the terms hereof are contractual and not mere recitals. I further agree to refrain from disclosing to any third parties the terms and conditions of the resolution reached herein. I further agree to refrain from making any dispersing comments regarding Narconon Stone Hawk. This release shall not take affect until the Settlement proceeds have been received and negotiated. DATE: 16/4/07 WITNESSES: STATE OF MICHIGAN NEW JEYSLY I SS. COUNTY OF CELCEN 2001. before me a Notary Public in and for said CCTCINEY day of County, personally appeared to be the same person described in the within instrument, who being duly sworn, did say that he/she has read the foregoing Release by him signed, knows the contents thereof and that he executed the same as his free act and deed. Notary Public County, <u>0</u> Acting in County My Commission Expires:

> NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES MARCH 7, 2012

Page 1 of 1 CP 8 a 0 1 2 0 t

Accounting Department Narconon Stone Hawk 273 North Avenue Battle Creek, MI 49017 269-963-2810

#### INVOICE

April 26, 2007

Ortley Beach, NJ 08751

ID Number: 1021

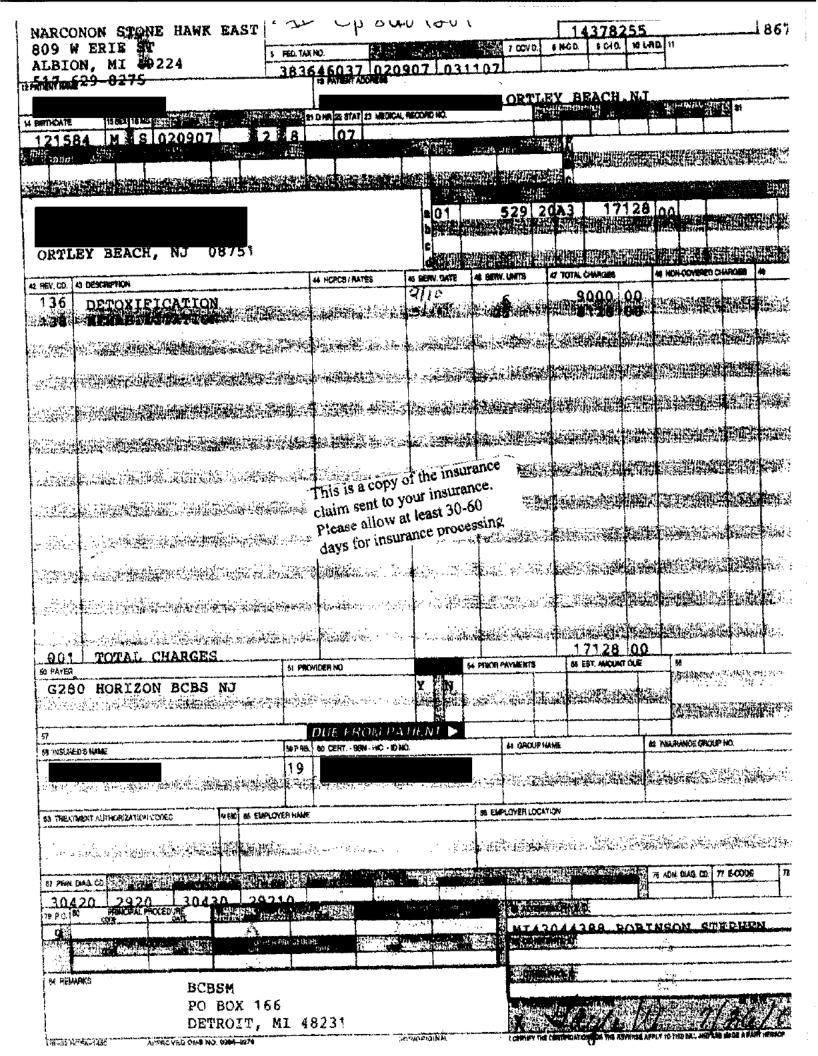
Cost Description Date 2/10/07-9000.00 Withdrawal x 6 days @ \$1500.00 per day 2/16/07 3628.00 2/17/07 Book 1 bet s ( books 4500.00 3/02/07 Ethics Cycle 899.00 2/10/07 Medical Testing 598.00 2/10/07 Administrative Fee 700.00 2/10/07 Doctor Fee (upfront) 275.00 2/10/07 Transport Fee -12000.00 2/10/07 Paid for the Program ( -8000.00 2/10/07 Paid for the Program ( -4500.00 2/10/07 Paid for the Program TOTAL DUE \$ -4900.00

24 504

Please remit the total amount due within 0 days.

Thank You,

Accounting Department



From: "Michelle Darrell" <mdarrell@narcononstonehawk.com>

Date: Mon, 03 Mar 2008 15:29:50 -0500

Subject: RE: Attorney General Complaint #: 200720080

Re:

As stated in Mr. complaint, he received a check in the amount of \$17,128.00 from his insurance company. It very plainly states that we bill insurance for the clients. The release was sent to Mr. prior to his insurance company informing us that he was reimbursed on the claim, and therefore we should not be obligated to pay any amount above the money he has already received. Contract available upon request.

Mr. pulled his from our facility against medical advice, he was on probation and he is off in May 2008. He only stayed 30 days and can return. He paid \$8,000.00 on a \$30,000.00 program. Mr. as ays that is doing fine, he has been reimbursed from his insurance company therefore this should be disregarded as it has been settled.

Michelle Darrell

Stone Hawk Rehab

Executive Assistant

231-314-5217 office

231-314-5216 fax

mdarrell@narcononstonehawk.com

From: @aot.com

Date: Sat, 15 Mar 2008 10:49:26 -0400

Subject: Re: Attorney General Complaint #: 200720080

3\15\08 ·

Dear Mr. Cox,

Narconon Stone Hawk continues to not admit that they accepted \$25,000 from

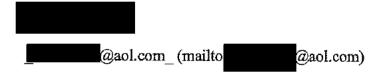
my:

and did not provide the services for which we paid. How can they

keep monies over and above their costs, which they themselves documented to Blue

Cross/ Blue Shield of Michigan and New Jersey? I have attached some

pertinent questions for them to answer. Please continue to pursue this complaint.



\*\*\*\*\*\*\*\*\*\*\*\*It's Tax Time! Get tips, forms, and advice on AOL Money &

Finance. (http://money.aol.com/tax?NCID=aolprf0003000000001)

Dear Mr. Cox,

I am in receipt of the response sent back to you from Narconon Stone Hawk in regard to my complaint. (# 2007 20080) I find them to be avoiding the main issue of the complaint specifically that they pocketed approximately \$25,000.00 of money for services they did not provide.

Below I list specific questions they need to address:

- 1. Narconon submitted the cost of the program for reimbursement to Blue Cross/Blue Shield of Michigan. The cost they submitted for services they provided was \$17,128.00 This number is documented at both BC/BS of Michigan and New Jersey. Why are they keeping the additional \$8000.00 I paid for services they did not provide?
- 2. I negotiated with them in good faith to recoup some of my costs and agreed to sign a waiver if they refunded some of my money. After I had it notarized and returned to Narconon, they still would not honor it. When I contacted Mr. Wickstrum, he was concerned that I was going to get money back from insurance and didn't want me to get more money back from insurance and Narconon which combined would be more than I initially paid. Now that he knows what I received from insurance, why are they not honoring our agreement in the amount representing the difference between the cost and reimbursemnt received?
- 3. The response letter states that I received a \$30,000 program for \$8000. Why do they care so much about my expenses? I didn't receive the full services from this \$30,000 program. How can they justify keeping any money over the amount they stated to BC/BS was their cost? Why didn't they submit the total cost of the program to BC/BS for reimbursement?
- 4. They stated that I pulled my the put of the program against medical advice. However, they knew he was under a court order to only stay 30 days. They knew this from day one. They even spoke to our attorney and suggested my son stay at Stone Hawk in violation of a superior court judge's order. Obviously, our attorney recommended against this. Why did we have to pay the full amount of the program up front if they knew my son could only stay 30 days?

This program needs to be investigated in my opinion. They are holding monies which they are not entitled. I am one person, we are one family. How many others are being treated the same way?

Sincerely,

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CP INTERNE	T WEB COMPLAINT	Date Received: 12/2	27/2007
CP No. 200720	0080 Internet ID No. cp8ao1	20t	
	Present Status: Open		
Consumer Inf			
Name			
Address	***************************************		
City, State, Zip	SEASIDE HEIGHTS NJ	08751	
County	OUT-OF-STATE		
Home Phone No.	Work Phone No.		
Primary Comp	any Complained Against		
Name	NARCONON STONE HAWK		
Address	273 NORTH AVENUE		
City, State, Zip	BATTLE CREEK MI	49017	
County	KALAMAZOO		
Company Ph No.	269-963-2810 Company Fax No.		
Company Email			
Company Website			
Secondary Co	mpany Complained Against —————		
Name			
Address			
City, State, Zip			
Company Ph No.	Company Fax No.		
Company Email			
Complaint Info	ormation —————————		
Díd you sign a cont	ract? Y = Yes N = No		
Where did you sign	this contract?		]
Is there a court acti	on pending? $N = No$		
Motor Vehicle	Warranty Complaint Information		
Vehicle Make, Mod	el and Year:		
VIN No.:			
Is there addition	onal documentation being forwarded?		
How?			

le		

#### Complaint Detail Information \_\_\_\_\_

My , attended Narconon for 30 days in Feb/March. 2007. We paid \$24,500.00 up front. Both parties knew that he most likely could only stay the 30 days due to being on probation in NJ. We hoped that that wouldn't be the case, but I was under court order to return after 30 days. Narconon's advise was to stay and ignore the court order. Our atorney in New Jersey advised us against staying past the 30 days.

We asked to get some refund of our money since their program was a 4 month program and requested an invoice of the services Narconon provided. Additionally, we requested information be sent to our health insurance carrier.

We recieved an invoice stating their expenses for the 30 day stay was 19,600.00 and therefore, a negative balance of \$4900.00 was available for refund. I spoke to Mr. Pera Wickstrom about a more reasonable refund. As my that as a heart condition, he could not participate in the main portion of their rehab suana/workout program. We then agreed upon \$8500.00 His assistant sent me a release of all claims form stating this amount. I signed the form, had it notarized as per their directions and sent it back certified mail.

When we didn't receive the refund, we called numerous times only to be passed off to voice mails. Finally, Mr. Wickstrom and spoke and he told me they were waiting to see what I received from insurance before they sent out any refund. At that time I is received a rejection letter from insurance and was getting nothing. Mr. Wickstrom still would not honor his verbal and written commitment.

I appealed that decision and in the process found that information was missing from my claim. After many calls to insurance ε Narconon accounting office, I finally received \$17,128 from insurance. That was the amount that was submitted by Narconon Yet, their invoice to me—shows that they charged 19600.00 for the 30 days service.

I would like the difference between my insuance reimbursement (17,128) and my total payment to Narconon (24,500.00) to be refunded to me. The difference of \$7,372 would be under our agreed upon amount of \$8500. I feel this would be approriate at Narconon submitted costs to insurance carriers for their services in the amount of 17,128. If that is the cost why are they keep the entire amount of \$24500?

I will forward suporting documents in the mail. Thank you for you assistance in ths matter.

#### Perrin, Margaret M Ms.

From: @aol.com

Sent: March 18, 2008 6:33 AM

To: Internet Recipients, Listed

Internet: @aol.com

File v Narconon Stone - 2007-20080

Name:

Topic: Re: Attorney General Complaint #: 200720080

CP084

From: aol.com

Date: Sat, 15 Mar 2008 10:49:26 -0400

Subject: Re: Attorney General Complaint #: 200720080

3\15\08

Dear Mr. Cox,

Narconon Stone Hawk continues to not admit that they accepted \$25,000 from my and did not provide the services for which we paid. How can they keep monies over and above their costs, which they themselves documented to Blue Cross/Blue Shield of Michigan and New Jersey? I have attached some pertinent questions for them to answer. Please continue to pursue this complaint.



\*\*\*\*\*\*\*\*\*\*\*\*It's Tax Time! Get tips, forms, and advice on AOL Money & Finance. (http://money.aol.com/tax?NCID=aolprf0003000000001)

Pe	rrin,	Ma	rgaret	M	Ms.	
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From: "Michelle Darrell"

Sent: March 06, 2008 6:25 AM

To: Internet Recipients, Listed

Internet: "Michelle Darrell"

File v Narconon Stone - 2007-20080

Topic: RE: Attorney General Complaint #: 200720080

CP084

From: "Michelle Darrell"

Date: Mon, 03 Mar 2008 15:29:50 -0500

Subject: RE: Attorney General Complaint #: 200720080

Re:

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Mr. pulled his profession our facility against medical advice, he was on probation and he is off in May 2008. He only stayed 30 days and can return. He paid \$8,000.00 on a \$30,000.00 program. Mr. lagrange is doing fine, he has been reimbursed from his insurance company therefore this should be disregarded as it has been settled.

Michelle Darrell Stone Hawk Rehab Executive Assistant 231-314-5217 office 231-314-5216 fax mdarrell@narcononstonehawk.com

----Original Message----

From: cp\_email@michigan.gov [mailto:cp\_email@michigan.gov]

Sent: Monday, February 11, 2008 4:41 PM

To: Michelle Darrell

Subject: Attorney General Complaint #: 200720080

Dear Sir/Madam:

Re:

E-Mail Hot Print Page 2 of 2

This office recently wrote to you regarding the complaint of the above. To date we have received no written response from you.

At that time you were informed that we would make no judgment regarding the validity of the complaint until we received your response. In addition, you were informed that your answer was important in our determination whether further action was warranted.

This office enforces the Consumer Protection Act and other consumer laws under the jurisdiction of the Attorney General and is charged with investigating all potentially unfair and deceptive trade practices. Failure to respond may necessitate our requesting a court order to require you and/or your business to appear in this office for questioning or for a review of your records. Failure to comply and continued violation of a prohibited practice may result in the court fining your business up to \$25,000, and any person who avoids or ignores a subpoena may be fined up to \$5,000 by the court. In addition, the Court may award costs and attorney fees.

To avoid expensive and time consuming legal action, we trust you will contact our office within ten days, in writing.

Sincerely yours,

MIKE COX ATTORNEY GENERAL

Consumer Protection Division (517) 373-1140 (517) 241-3771 - Fax 806 W, Erio St. Albion, MI 49224 517-829-8821 (office) 517-529-8621 (fex)

# Stone Hawk Fax Coversheet

• Coı	nments			
□ Urge	nt 🏻 For Review	☐ Please Comment	☐ Please Reply	☐ Fiesse Recycle
Fle:	Complaint Renne	er'	_	
Phone:	517-885-0848	Dete:	7/1/08	
Fax	517-241-8771	Pages	: 3 Including cove	
Tb:	Beth Thomas	From:	Michelle Darrell	

# PERSONAL AND CONFIDENTIAL

Sincerely.

Michelle Darrell

This meanings is for the named person's use only, it may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is vesived or lost by any mis-transmission, if you receive this message in error, please immediately delete it and all copies of it from your system, destroy any figrd copies of it and notify the sender.