

1 Mara C. Smith Allard (*pro hac vice*)
Allard Smith APLC
2 5857 Owens Avenue, Suite 300
Carlsbad, CA 92008
3 SBN California 159294
Facsimile: (760) 683-6307
4 Email: mara@allardsmith.com
Telephone: (760) 448-6189

5 *Attorney for Plaintiff Sweidy*

6
7 Kimberly R. Sweidy (*pro hac vice*)
Kimberly R. Sweidy, Attorney at Law
8 3478 Rambow Drive
Palo Alto, CA 94306-3638
9 SBN California 120261
Facsimile: (650) 899-3336
10 Email: krsweidy@yahoo.com
Telephone: (650) 856-8595

11 *in pro per*

12
13 IN THE UNITED STATES DISTRICT COURT
14 FOR THE DISTRICT OF ARIZONA

15 Kimberly R. Sweidy,
16 Plaintiff,

17 v.

18 Spring Ridge Academy, an Arizona
19 corporation, Jean Courtney,
Suzanne Courtney, Brandon Courtney,
20 Erin Smith, Leslie Filsinger,
Justin Zych, Kate Deily,
21 Veronica Borges, and
Does 1 through 20

22 Defendants.
23

PLAINTIFF’S ORIGINAL COMPLAINT

JURY DEMAND

24
25 Dated this 21st day of January, 2021.

26
27 /s/ Mara C. Smith Allard
Mara C. Smith Allard
28 *Attorney for Plaintiff Sweidy*

1 **PLAINTIFF’S ORIGINAL COMPLAINT**

2 Plaintiff Kimberly R. Sweidy (hereinafter “Ms. Sweidy”) hereby files this
3 Complaint and alleges as follows:

4 **I.**

5 **PARTIES**

6 1. Plaintiff Ms. Sweidy is a resident of Santa Clara County, California.

7 2. Ms. Sweidy is an attorney who continued her academic pursuits after being
8 licensed to practice law in the State of California with an MBA at the Wharton School of
9 Business with a double major in Financial Management and Strategic Management. Her
10 employment history included Managing Attorney of the San Francisco Bankruptcy Center
11 for a national law firm and Senior Legal Writer for Matthew Bender’s best-selling legal
12 software application, Collier’s TopForm Bankruptcy Filing Program, sold to attorneys
13 nationwide.

14 3. Ms. Sweidy subsequently married and devoted her time to raising her two
15 daughters and managing multiple residential properties owned by the family, as well as
16 applying her skills and efforts to various aspects of Mr. Stata’s pursuits.

17 4. Both children excelled in both academic and extra-curricular activities that were
18 monitored closely by Ms. Sweidy.

19 5. Ms. Sweidy is the biological mother of Jane Doe who turned 18 on October XX,
20 2020.

21 6. Ms. Sweidy and Raymond P. Stata (hereinafter “Mr. Stata”) met and began dating
22 in July of 1989. They were married on July 4, 1997, and separated on January 20, 2013,
23 after a marriage of 15 years and six months. Ms. Sweidy and Mr. Stata were divorced on
24 December 30, 2017.

25 7. Mr. Stata’s income and expense declaration published in the family law
26 proceedings contained information that his net worth was over \$250 million, almost
27 exclusively inherited.

28 8. This tidy sum attracted attorneys and experts and the source of their income stream

1 (for years) became the child custody dispute that began over a telephone report from Jane
2 Doe on August 10, 2015, to her father, tattling that her mother made her go back to their
3 hotel room (shared by Ms. Sweidy, Jane Doe and Jane Doe's older sister) at Disney's
4 Animal Kingdom Lodge after a temper tantrum by Jane Doe, in summer heat, at Walt
5 Disney World's Epcot. This isolated incident resulted in a protracted and very costly
6 evidentiary process, over several years, and a temporary shift of custody (75%) to Mr.
7 Stata.

8 9. The end-result was a complete custody shift to Ms. Sweidy, based on the Court-
9 Appointed Expert's opinion that the child needed her mother and boundaries.

10 10. However, this result did not come until after Jane Doe experienced multiple years
11 of unsupervised living at her father's home.

12 11. During this time period, her grades and performance in extra-curricular activities
13 plummeted.

14 12. Ms. Sweidy, by final stipulated judgment entered in the Family Law Court, dated
15 June 26, 2018, had sole legal custody of Jane Doe when Ms. Sweidy contracted to enroll
16 her daughter in Spring Ridge Academy (hereinafter "SRA"), an out-of-state boarding
17 school located in Mayer, Arizona.

18 13. Ms. Sweidy pursued a boarding school option for her daughter's last year of high
19 school in hopes that expectations, boundaries, discipline, a managed healthy diet,
20 accountability and support provided by competent teachers and therapists would result in
21 a shift in her daughter's maturity, independence and academic effort.

22 14. Jane Doe's grades in high school at home were not on track, and Jane Doe
23 exhibited behaviors of frustration and defiance and battled her mother with the smallest of
24 expectations, such as cleaning her room and brushing her teeth.

25 15. At home in Santa Clara county, Jane Doe belonged to a healthy, college-bound
26 peer group, but continued to express to her mother that she did not need to perform at
27 school and that she planned to live off her father's trust fund for the rest of her life.

28 16. Ms. Sweidy and Mr. Stata had joint legal custody for retention of schools and

1 major medical decisions for Jane Doe.

2 17. Both parents placed Jane Doe in Outback Therapeutic Expeditions (hereinafter
3 “Outback”), a Wilderness Therapy Program that she attended from September 12, 2019,
4 to December 12, 2019, in Lehi, Utah.

5 18. Jane Doe was then enrolled in Defendant SRA on December 13, 2019.

6 19. Ms. Sweidy was under contract with SRA, along with Mr. Stata, to pay SRA
7 \$9,000 a month for tuition. A true and correct copy of the Enrollment Terms and
8 Agreement is attached as Exhibit “A.”

9 20. Ms. Sweidy was pleased with the work of Jane Doe’s field therapist at Outback.
10 Jane Doe’s field therapist at Outback recommended that Jane Doe not return home, but
11 rather attend a therapeutic boarding school to develop those critical life skills that Jane
12 Doe did not currently possess, extending and building upon the work at Outback. The
13 Outback field therapist refused to give a recommendation.

14 21. SRA was one of several schools recommended by an educational consultant that
15 Ms. Sweidy and Mr. Stata hired in Palo Alto, California. While the Outback field
16 therapist refused to give a recommendation, Ms. Sweidy was able to infer the field
17 therapist’s preference of SRA (over other options presented) by the field therapist’s level
18 of enthusiasm when discussing the possible options.

19 22. SRA is a for-profit corporation organized under the laws of the State of Arizona
20 with its principal place of business at 13690 S Burton Rd, Mayer, Arizona 86333.
21 Defendant may be served process by serving its registered agent, Michael W. McNamara,
22 at 7527 E 1st Street, Scottsdale, AZ 85251.

23 23. Defendant Jean Courtney (née Brinkerhoff) is the founder of SRA and was
24 married to David Lawrence Gilcrease, whose seminar model formed the basis of the
25 one-size-fits-all treatment model currently in place at SRA.

26 24. Throughout this Complaint, “seminar,” “workshop” and “training” will be used
27 interchangeably.

28 25. Jean Courtney resides in Phoenix, Arizona.

1 26. In 1996, Jean Courtney founded SRA. Jean Courtney has a B.A. in Elementary
2 Education from Arizona State University. SRA is a Secondary Education school.

3 27. Jean Courtney has no education in business or psychology.

4 28. Prior to 1996, Jean Courtney was involved with the World Wide Association of
5 Specialty Programs (WWASP), wherein she and her husband, David Gilcrease, owner of
6 the seminar roadshow “Resource Realizations,” contracted with the WWASP schools to
7 conduct indoctrination workshops with students and parents at WWASP schools.

8 29. David Gilcrease has a B.S. and an M.S. in Electrical Engineering from University
9 of Arkansas at Fayetteville.

10 30. David Gilcrease has no education in education, business or psychology.

11 31. WWASP and its schools have been the subject of lawsuits alleging horrible abuse
12 (physical, mental and psychological) and torture of students.

13 32. According to past student survivors, Jean Courtney continued giving seminars with
14 David Gilcrease until at least 1994-1995, despite having divorced him in 1988.

15 33. Past survivors describe Jean Courtney as “an awful woman” and David Gilcrease
16 as “her awful ex-husband.”

17 34. Before and after divorce, Jean Courtney and David Gilcrease continued to publicly
18 perform workshops together at residential facilities, including Cross Creek in Utah, which
19 was a defendant, along with David Gilcrease and Resource Realizations, in the class
20 action lawsuit alleging a conspiracy to commit egregious acts of abuse against children
21 who were residents of the WWASP network of boarding schools.

22 35. The methods used by Resource Realizations and SRA are identical, as evidenced
23 by years of reporting from parents and students who attended Resource Realizations
24 workshops, reports from former SRA students, experiences of Ms. Sweidy and her
25 daughter and SRA literature.

26 36. To this day, SRA uses the Gilcrease terms “working” and “non-working”
27 behaviors. The Parent Challenge training literature received by Ms. Sweidy during her
28 mandatory attendance at an SRA three-day workshop (January 22 through 24, 2020), led

1 by Jean Courtney and Brandon Courtney, evidences the SRA connection with the
2 WWASP abusive brand of “therapy” which employed public shaming, food deprivation,
3 bathroom privilege deprivation, isolation, administration of drugs and encouragement of
4 physical violence and screaming. A true and correct copy of the Parent Challenge
5 workshop handouts is attached as Exhibit “B.”

6 37. David Gilcrease, a former Lifespring facilitator from 1974 to 1981, started
7 Resource Realizations (or Premier Educational Seminars) as a spin-off of the Lifespring
8 Trainings. Seminars were required to be participated in by both the parents and the
9 students, including seminars that parents and student would attend together.

10 38. Seminars were broken down into four initial stages: Discovery (level 1), Focus
11 (level 2), Accountability (level 3) and Keys to Success (level 4+). As the student and the
12 parent both progressed through these seminars, they would then be given the
13 responsibility to staff these seminars.

14 39. Seminars used many verified tactics of manipulation, brainwashing, mind control,
15 coercion and abuse. Playing on the psychological responses to intense emotional distress,
16 Resource Realizations used both negative and positive aspects of manipulation to
17 indoctrinate its participants into the program and encourage absolute trust and loyalty to
18 both the methods of the seminars and the program.

19 40. For parents, the threat was: If you don’t devote yourself 100% to this program,
20 your kid will be dead, insane or in jail.

21 41. For kids, it was simply that you would not move forward in the program or be
22 released until all seminars were passed.

23 42. The fear of being kicked out of the seminar would force kids to participate in
24 humiliating processes and attack therapy. Fear would often lead kids to admit to things
25 they had never done, just to pass for “dealing.” Seminars also utilized deprivation of
26 sleep, food and bathroom breaks to keep people on edge and more likely to break down.

27 43. The outcome of such an intense experience was an extraordinary high, the feeling
28 of a life changing experience and ultimately a cult-like loyalty to the program. This

1 afforded the seminar leaders the power to easily manipulate its followers and to maintain
2 a system of free marketing, as recruiting became a requirement of parents, once they
3 started staffing seminars.

4 44. Students who did well in seminars advanced through the program in about one
5 year.

6 45. Students and parents who could not pass the seminars would be held back,
7 extending their programs for months, even years.

8 46. A WWASP class action lawsuit alleged further that: “Defendants often conspired
9 with a parent or guardian to kidnap or take away by force the child from another parent
10 with equal or superior custody” and “Defendants conspired with parents to implemented
11 [sic] an ‘Exit Plan,’ which had the effect of compelling the student to remain at the
12 schools past the student’s 18th birthday...”

13 47. As reported in the first of a series of YouTube videos posted October 13, 2020, by
14 former SRA student Molly Dicken, the abuse of both parents and students begins in the
15 SRA workshops modeled after the Gilcrease/Courtney seminars:

16 The exercise that stands out the most...was...this towel beating exercise—this
17 towel with duct tape wrapped around it where Jeannie will push students to get
18 really, really angry at their parents while beating up a chair very, very aggressively
19 while being held down by students at the training—which happens for an extended
20 period of time...these students who are completing the training are like staffers.
Many of my fellow survivors collapsed because of extreme physical exertion after
being screamed at for a long time to go harder. I remember being yelled at
personally for a while because I wasn’t crying, and I guess you are supposed to be
doing that. I was called out and humiliated.

21 48. Defendant Suzanne Courtney (née Barth) is Jean Courtney’s daughter-in-law.
22 Suzanne Courtney is married to Brandon Courtney, Jean Courtney’s son. Suzanne
23 Courtney is the SRA go-between that monitors communication between parents and their
24 children who are enrolled at SRA. Suzanne Courtney is alleged by SRA to have worked
25 for an unnamed facility in Utah.

26 49. Suzanne Courtney is an individual residing in Prescott, Arizona. Suzanne
27 Courtney is the Executive Director for SRA. At all times relevant thereto, Suzanne
28 Courtney was the employee of SRA and was acting within the scope of her employment.

1 Her LinkedIn social media profile indicates that her only employment for the past 21
2 years has been with SRA. She lived at an address in Cedar City, Utah, from January 2000
3 to January 2003. In 2017, Suzanne Courtney became the Director, Secretary and
4 Shareholder of SRA. Suzanne Courtney is also the Executive Director for SRA. Suzanne
5 Courtney has no published qualifications on SRA's website. With the on-line research
6 assistance of past SRA students, Ms. Sweidy discovered (within weeks of filing this
7 Complaint) that Suzanne Courtney has a Master of Education from Northern Arizona
8 University. Ms. Sweidy cannot confirm Suzanne Courtney's B.A. in Human
9 Development from Prescott College, which was alleged in prior versions of SRA's
10 website.

11 50. Defendant Brandon Courtney is Jean Courtney's son. Brandon Courtney is an
12 individual residing in Prescott, Arizona. Brandon Courtney is the Program Director for
13 SRA. At all times relevant thereto, Brandon Courtney was the employee of SRA and was
14 acting within the scope of his employment. In 2017, Brandon Courtney became the
15 Director, President/CEO and Shareholder of SRA. Brandon Courtney has a B.A. in
16 Political Science from Northern Arizona University. He took classes (content unknown)
17 at Prescott College. Brandon Courtney has no qualifications to be the Program Director
18 for SRA. He has no background in education or psychology. During the school tour on
19 December 2, 2019, Kate Deily told Ms. Sweidy, after learning that Ms. Sweidy is an
20 attorney, that "Brandon is also a lawyer." This statement was made in Brandon
21 Courtney's presence. In fact, the look that Brandon Courtney gave Ms. Deily was odd;
22 nevertheless, he did not correct Ms. Deily. Brandon Courtney is not a lawyer.

23 51. In 2017, Jean Courtney transferred ownership of SRA to her son, Brandon David
24 Courtney, and her daughter-in-law, Suzanne Elizabeth Courtney. Jean Courtney
25 continues to conduct the mandatory SRA seminars.

26 52. Defendant Erin Smith (née Sullivan) is an individual residing in Prescott, Arizona.
27 Ms. Smith has the title of Director of Operational Excellence for SRA. At all times
28 relevant thereto, Ms. Smith was the employee of SRA and was acting within the scope of

1 her employment. The Arizona Department of Education website indicates that Ms. Smith
2 is certified in Arizona as a Principal beginning January of 2016. Starting June of 2017,
3 Ms. Smith is certified in Arizona as a Secondary Education teacher, even though she'd
4 been teaching English at SRA since 2008, according to SRA's website. Ms. Smith's B.A.
5 from the University of Arizona, as alleged on the SRA website, cannot be confirmed.
6 Ms. Smith obtained a Master of Education from Grand Canyon University in Secondary
7 Education in 2008. Ms. Smith obtained a PhD (School of Education) from Capella
8 University, an online program, in 2019.

9 53. Leslie Filsinger (née McMullen) is an individual residing in Sedona, Arizona. Ms.
10 Filsinger is the Clinical Director for SRA. At all times relevant thereto, Ms Filsinger was
11 the employee of SRA and was acting within the scope of her employment. As the
12 Clinical Director and lead member of all therapeutic teams for SRA, Ms. Filsinger
13 oversees, authorizes and approves all SRA treatment plans, all SRA treatment and all
14 SRA therapeutic decision-making. According to the Arizona Board of Behavioral
15 Examiners, Ms. Filsinger has been a Licensed Professional Counselor in Arizona since
16 2014. Ms. Filsinger received a B.A. in Psychology and Sociology from Olivet College in
17 1982. Ms. Filsinger received an M.A. in Psychology from Cleveland State University in
18 1984. According to the SRA website, Ms. Filsinger spent 18 years working as a therapist
19 in a co-educational Residential Treatment Center in Jamestown, New York. According to
20 Ms. Filsinger's LinkedIn page, she worked at Lutheran Social Services in Jamestown,
21 New York, for over 20 years.

22 54. Defendant Justin Zych is an individual residing in Prescott, Arizona. Mr. Zych is
23 the Principal for SRA. At all times relevant thereto, Mr. Zych was the employee of SRA
24 and was acting within the scope of his employment. According to SRA's website, Mr.
25 Zych has been employed at SRA since 2001. Justin R. Zych received a B.A. in
26 Environmental Studies with a concentration in Sustainability from Prescott College in
27 1997 and an M.A. in Humanities with a concentration in Sustainable Community
28 Development from Prescott College in 2000. Mr. Zych received an M.A. in Education

1 studying Educational Leadership - Principal K-12 at Northern Arizona University in
2 2010. The Arizona Department of Education website indicates that Justin Zych is
3 certified as a Principal beginning June of 2019.

4 55. Defendant Kate Deily is an individual residing in Prescott, Arizona. Ms Deily is
5 the Admissions Director for SRA. At all times relevant thereto, Ms. Deily was the
6 employee of SRA and was acting within the scope of her employment. The SRA website
7 represents that she grew up in Maryland. Ms. Deily was one of the first students enrolled
8 at SRA. Throughout her twenties, Ms. Deily served SRA in many capacities ranging
9 from Direct Care to Community Life Director. In 2013, at 31 years of age, Ms. Deily
10 moved into the Admissions role. In June of 2013, Ms. Deily received a B.S. in Business
11 Administration from Kaplan University Online. The SRA website represents that Ms.
12 Deily has an Early Childhood Certification from Frostburg State University. This cannot
13 be verified. Ms. Deily did attend Frostburg State University for almost two years,
14 majoring in Psychology, without earning a degree. The relevant individuals associated
15 with Frostburg State University refuse to verify whether an Early Childhood Certification
16 program even exists. Ms. Deily is also alleged to have spent four years as a “preschool
17 teacher.”

18 56. Defendant Veronica Borges (née Henderson) is an individual residing in Paulden,
19 Arizona. Ms. Borges is listed as a Therapist with SRA. At all times relevant thereto, Ms.
20 Borges was the employee of SRA and was acting within the scope of her employment.
21 The SRA website reports “Veronica pursued an M.A. in transpersonal counseling
22 psychology.” Ms. Borges received her B.A. in Psychology from Sonoma State University
23 in 2001. Ms. Borges received her M.A. in Counseling Psychology from John F Kennedy
24 University in 2006. From 2006 to approximately 2015, Ms. Borges was licensed as an
25 Associate Marriage and Family Therapist by the California Board of Behavioral Sciences.
26 Ms. Borges never fulfilled the Board’s requirements to become a Licensed Marriage and
27 Family Therapist in California. Ms. Borges is also not licensed by Arizona’s Board of
28 Behavioral Health Examiners.

1 57. Does 1 through 20 are individuals or entities unknown to Plaintiff at this time and
2 who were engaged in or responsible for incidents of misrepresentation and/or abuse
3 toward Plaintiff Ms. Sweidy.

4 **II.**

5 **JURISDICTION**

6 58. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1332(a)(1) for
7 diversity of citizenship. Plaintiff is a citizen of California. Several Defendants (if not all)
8 are citizens of Arizona. The matter in controversy exceeds the sum of \$75,000, exclusive
9 of interest and costs.

10 **III.**

11 **VENUE**

12 59. Venue is appropriate in this Court pursuant to the provisions of 28 U.S.C. §
13 1391(a) because several (if not all) Defendants reside in Arizona, and the majority of the
14 wrongful acts complained of occurred in Arizona. Additionally, the SRA Enrollment
15 Agreement says “I/We understand that SRA is fully licensed and insured, and agree that
16 enrollment in Spring Ridge Academy and all activities relating thereto are governed by
17 the laws of the State of Arizona and are under the jurisdiction of the courts of Arizona.”

18 **IV.**

19 **RELATIONSHIP OF DEFENDANTS**

20 60. At all times relevant, Defendant Suzanne Courtney owned, operated, and/or acted
21 as a single business enterprise, joint enterprise, or joint venture with and/or as the alter
22 ego of each and every other named entity Defendant.

23 61. At all times relevant, Defendant Brandon Courtney owned, operated, and/or acted
24 as a single business enterprise, joint enterprise, or joint venture with and/or as the alter
25 ego of each and every other named entity Defendant.

26 62. At all times relevant, Defendant Jean Courtney owned, operated, and/or acted as a
27 single business enterprise, joint enterprise, or joint venture with and/or as the alter ego of
28 each and every other named entity Defendant.

V.

FACTS ALLEGED

1
2
3 63. Plaintiff Ms. Sweidy incorporates herein all prior facts and allegations and states:
4 The actionable conduct described in this Section, unless stated otherwise, is alleged
5 against all the Defendants for both their individual acts and omissions as well as their
6 joint conduct acting in concert within SRA Defendant.

7 64. SRA misrepresented on its website and in its Parent Manual that SRA provided
8 sophisticated care and that the treatment modalities SRA used, including “Post Induction
9 Therapy,” were “evidence based.” A true and correct copy of the Parent Manual is
10 attached as Exhibit “C.”

11 65. According the standards of the American Psychological Association,
12 evidence-based practice in psychology (EBPP) is the integration of the best available
13 research with clinical expertise in the context of patient characteristics, culture, and
14 preferences. This definition of EBPP closely parallels the definition of evidence-based
15 practice adopted by the Institute of Medicine (2001, p. 147) as adapted from Sackett and
16 colleagues (2000): “Evidence-based practice is the integration of best research evidence
17 with clinical expertise and patient values.” The purpose of EBPP is to promote effective
18 psychological practice and enhance public health by applying empirically supported
19 principles of psychological assessment, case formulation, therapeutic relationship, and
20 intervention.

21 66. Ms. Sweidy relied on the representation that treatment modalities were evidence-
22 based when she enrolled her daughter in SRA on December 13, 2019.

23 67. Ms. Sweidy received assurances from SRA employees, specifically Kate Deily on
24 or about December 2, 2019, acting in the scope of her employment as Admissions
25 Director, that multiple treatment modalities were available and that each student received
26 a customized treatment plan to meet their individual needs.

27 68. Ms. Sweidy enrolled her daughter based on representations from Kate Deily that
28 the school offered family therapy and could accommodate divorced parents in its

1 treatment program.

2 69. The Enrollment Terms and Agreement represented that:

3 SRA is licensed by the State of Arizona as a Behavioral Health Residential Facility
4 (License #BH-1721) under Rules and Regulations of the Arizona Department of
5 Health Services. The Sponsor(s) hereby agree that SRA and its staff operate in
6 behalf of, and as agents for, the Sponsor(s).

7 70. Jane Doe had a history of failing to perform academically and extra-curricularly
8 after a period of placement with Mr. Stata, where she lived unsupervised.

9 71. On December 2, 2019, while visiting SRA, Ms. Sweidy specifically questioned the
10 emphasis on Pia Mellody's work and what the school labeled "Post Induction Therapy."

11 Ms. Sweidy told Kate Deily on her tour of the school that she was concerned that the
12 school was offering a one-size-fits-all program that did not address the needs of her
13 daughter.

14 72. Ms. Deily assured Ms. Sweidy that a customized treatment plan would be
15 developed for her daughter and that Post Induction Therapy was not the only treatment
16 offered. Ms. Deily stated that an extensive set of treatment modalities would be utilized
17 to create the treatment plan.

18 73. The SRA Parent Manual, emailed to Ms. Sweidy by Ms. Deily on December 3,
19 2019, states that multiple evidenced based modalities including "Post Induction Therapy"
20 are used at the school.

21 74. Ms. Sweidy learned, months later, that Post Induction Therapy is not
22 evidenced-based, after consulting her expert psychologist, a professional she has utilized
23 for many years in her Family Law case. In fact, no research studies exist showing the
24 efficacy of "Post Induction Therapy" for any purpose.

25 75. Ms. Sweidy's expert psychologist reviewed the American Psychological
26 Associations PsycNET, a research database, (which is one of the largest databases of
27 psychological research dating back to 1884). He reported that the database contains no
28 citations supporting "Post Induction Therapy" as an evidence-based treatment.

76. A review of the database from US National Library of Medicine, National

1 Institutes of Health (aka PubMed), contains no citations supporting “Post Induction
2 Therapy” as an evidence-based treatment.

3 77. After Jane Doe was enrolled on December 13, 2019, she was subject to isolation
4 tactics orchestrated directly by Jean Courtney, Suzanne Courtney, Brandon Courtney, Erin
5 Smith, Leslie Filsinger, Justin Zych, Kate Deily and Veronica Borges acting in concert
6 with other SRA employees acting in the scope of their employment.

7 78. The actions of SRA include using a pattern and a scheme of false advertising and
8 solicitation of subjects through a nationwide network of educational consultants used to
9 recruit a vulnerable population of children and their parents to be the unwitting subjects
10 of seminars, workshops and residential living conditions where public shaming,
11 disclosure of confidential information, drugs, isolation and food deprivation are used to
12 control and humiliate the individual, both parent and child. The tactics are designed to
13 destroy the student’s faith and relationship in the parents and to destroy the parent’s faith
14 in themselves, such that the school and its owners, with no credentials whatsoever, have
15 unbridled access and ability to imprison students for an arbitrary and uncertain time
16 period for money.

17 79. The living conditions are such that students have no communication access to the
18 outside world and no ability to report SRA abuse.

19 80. On January 10, 2020, Ms. Sweidy learned from SRA staff member Kelly Rudolf
20 that her daughter would not be attending the upcoming workshop with Ms. Sweidy and
21 Mr. Stata, as Ms. Sweidy had been led to believe. Instead, Ms. Sweidy learned that her
22 daughter would be attending a workshop the week before Ms. Sweidy and Mr. Stata. Ms.
23 Rudolf’s email contains the following statement, “There is a Teen Challenge and then a
24 Parent Challenge. It is essentially the same workshop, but they are separate for the girls
25 and their parents.”

26 81. On January 22 through 24, 2020, Ms. Sweidy learned of the controversial methods
27 used by the untrained personnel in a mandatory three-day “workshop” called Parent
28 Challenge, where the parents are introduced to a bizarre and chaotic culture based on

1 noise, manipulations, attacking, violence and hysteria.

2 82. The Parent Challenge workshop took place at the Prescott Resort and Conference
3 Center in Prescott, Arizona, 32 miles north and west of SRA. Ms. Sweidy stayed at the
4 Prescott Resort and Conference Center for the duration of her trip.

5 83. Ms. Sweidy observed that there were past Parents, without credentials, acting as
6 therapists, despite the label given to them of “staff group leaders,” sometimes shortened
7 to “group leaders.” Ms. Sweidy learned that students who had been at SRA for a longer
8 period of time (or who had graduated SRA) assumed that role in the Teen Challenge.

9 84. The “therapy” employed is primarily based on peer abuse. Yelling, screaming and
10 violence, all to create mass hysteria, are encouraged by Jean Courtney in workshops and
11 seminars with the children. Manipulation, gaslighting and instigation are orchestrated by
12 Jean Courtney in workshops and seminars with the parents. The children and parents are
13 initiated with group exercises that are designed to cause disruption in the family unit and
14 break down the psychological and moral foundation of both parent and child.

15 85. The workshops and seminars are used to implant in the participants the absolute
16 belief that the “family of origin” is the source of all problems. No distinction is made in
17 the workshops between the treatment of parent or child, much less a distinction between
18 the myriad of facts and circumstances that led individual families to SRA. All
19 participants, including the parents, are forced into the public exploration of their own
20 personal “working and non-working” behavior. In workshops, parents are subject to the
21 same tactics of peer abuse and shaming.

22 86. The model is simple.

23 87. The parents and children must disclose their personal details.

24 88. The parents and children are then to accept public shaming and ridicule by their
25 peers.

26 89. Hysteria, screaming, yelling and upset are demanded and encouraged, particularly
27 of the children. The tactics used on the parents are more covert; however, they are
28 devised to accomplish the same end goal.

1 90. Those children who don't participate in emotional hysterics are singled out as the
2 group pariah. Those parents who refuse to accept unsolicited therapy from unqualified
3 strangers become the focus of heightened scrutiny and manipulation by SRA staff in
4 attendance at the workshop.

5 91. Any child deemed not to "receive feedback" is dismissed from the workshop after
6 being berated by the entire group for an extended period of time. The child leaves the
7 room sobbing, only to have to repeat the entire workshop at a later date.

8 92. Any parent deemed not to "receive feedback" is subject to extreme manipulation
9 and gaslighting. And despite the admonitions that parents are not to discuss the Parent
10 Challenge workshop with their children, the child of any parent deemed not to "receive
11 feedback" quickly learns of their parent's transgression through SRA channels of
12 communication.

13 93. "Not receiving feedback" is understood to be unforgivable—a horrific
14 transgression.

15 94. No regard for reality exists.

16 95. At SRA, a new reality is created.

17 96. The end result for the vulnerable is to visit a new reality where objectivity is
18 replaced with a new normal of isolation, peer shaming, food deprivation and
19 self-loathing. Those that resist the hysterics are isolated, silenced and many cases
20 drugged using the authority rendered to school officials in the Enrollment Terms and
21 Agreement as "agents" for the parents, guardians or "sponsors."

22 97. The "Parent Challenge" was described in the handouts binder given to Ms. Sweidy
23 during the workshop as "a program for personal and family discovery and enhancement."

24 The workshop literature reads:

25 The Family program is designed to provide personal growth and family
26 enhancement. The program challenges self-limiting thinking, feeling, and
27 behaving patterns that influence results, relationships, and quality of life. Family
28 Dynamics increases the willingness to generate proactive and responsible choice
thus producing effective change.

98. During Parent Challenge, participants were partnered by SRA staff with a

1 “buddy.” In Ms. Sweidy’s case, her buddy was actually a staff member at SRA. Ms.
2 Sweidy was told that staff members attend SRA workshops so that they receive the same
3 training as parents. During one exercise led by Jean Courtney, participants were
4 instructed to reveal privately to their buddy a behavior that they were ashamed of and how
5 they felt about it. Ms. Sweidy’s buddy disclosed her behavior and her thoughts and
6 feelings about it. Suddenly, Jean Courtney instructed the listening participant (in this
7 case, Ms. Sweidy) to imitate the buddy’s behavior in a manner that would demonstrate to
8 the buddy how the buddy looked when doing the behavior. In other words, the listener
9 was to basically mock their buddy.

10 99. Ms. Sweidy was shocked. Ms. Sweidy turned to her buddy and said, “I’m not
11 going to do that. That is not the appropriate response to anyone revealing a personal
12 truth. I heard you. I know that you feel badly about your behavior. I know that you will
13 continue working on it. Frankly, it’s a behavior that all parents struggle with. If there is
14 ever anything I can do to help you, here is my business card. Call me any time. I don’t
15 have all the answers, but I will always listen.”

16 100. When Jean Courtney began an exercise known as the Black/Red Game, the
17 participants had been divided into two large teams. Ms. Sweidy was on Team A. Mr.
18 Stata was in another room on Team B. After Jean Courtney explained the Black/Red
19 Game using a large notepad on an easel in front of Team A, Ms. Sweidy stated to Jean
20 Courtney, “I’ve played this game before, many decades ago. And it had long-term
21 consequences for our management team.”

22 101. Jean Courtney replied, “No, you haven’t.”

23 102. Ms. Sweidy persisted, “I assure you that I have.”

24 103. To which Jean Courtney retorted, “I’ve changed it.”

25 104. Unbeknownst to Ms. Sweidy at the time, a man on Team B (in another room) told
26 Jean Courtney that he was familiar with the game and that he’d based his whole company
27 off it. (This is impossible, because the game is not a good or a service, so a whole
28 company cannot be based off the game.)

1 105. Jean Courtney instructed the man to vote any way he wanted but forbade him from
2 speaking to anyone about the game during the game.

3 106. Once the Black/Red Game began for Team A, Ms. Sweidy explained to Team A
4 how the Black/Red Game worked, the purpose of the Black/Red Game and how the
5 purpose supported and demonstrated signaling Trust and a Win/Win mind set (none of
6 which was actually discussed explicitly and clearly at any time during the Parent
7 Challenge workshop). Ms. Sweidy was relying on her previous experience with the
8 Black/Red Game for this explanation. Ms. Sweidy informed Team A that they should all
9 vote Black every round, hoping that Team B would do the same. Ms. Sweidy said that
10 the Team A members should look closely at everything written on the notepad, because it
11 was complicated and confusing to anyone who had not seen this game before. Ms.
12 Sweidy offered to answer any questions that team members had.

13 107. A father on Team A began screaming at Ms. Sweidy, shouting that “We must Win,
14 Win, Win! That is what the rules are!”

15 108. Ms. Sweidy urged the screaming father to re-examine his definition of winning, as
16 that was the whole point of the game.

17 109. When the screaming father was joined by another screaming male (this time a
18 sibling of a student enrolled at SRA, based on information and belief), Ms. Sweidy simply
19 stopped speaking and advocating to the team members for the remainder of the game.
20 Ms. Sweidy voted Black every round. She was outvoted by other Team A members
21 (majority ruled).

22 110. During the Black/Red Game debrief with Brandon Courtney, Ms. Sweidy
23 demonstrated the behavior of the screaming father. The course of the conversation led by
24 Brandon Courtney implied that Ms. Sweidy was somehow responsible for the rage of a
25 man she had never met. Further, the implication was that Ms. Sweidy was shouting too.
26 She was not. Brandon Courtney attempted, repeatedly, to discredit Ms. Sweidy to the
27 entire group.

28 111. During the Black/Red Game debrief with Jean Courtney, Jean Courtney stated,

1 “It’s no fun when people get it from the beginning and all vote Black. It’s boring.” In
2 other words, the intention of the game is to incite high emotions, hysterics and attacks.
3 That’s fun. Calm, rational, respectful, functional communication is boring.

4 112. After the Black/Red Game, the participants returned to their “small groups” (of
5 five or six participants and their staff group leader). Ms. Sweidy’s small group contained
6 three mothers of SRA students, including Ms. Sweidy, and two fathers of SRA students,
7 as well as staff group leader Rachel Rogers Margolis, known at the time to the
8 participants only as “Rachel from Texas.” Rachel said she was a former SRA parent.

9 113. Unbeknownst to Ms. Sweidy at that time, Rachel Rogers Margolis advertises
10 herself as a life coach, “Helping women embrace their inherent worth and create a life in
11 recovery they love to live.” Ms. Margolis alleges that she has “a degree in Horticulture.”
12 On her website, Ms. Margolis states, “In 2011, I began my journey of recovery from
13 trauma and addiction.”

14 114. During the Black/Red Game small group debrief, Ms. Sweidy commented on the
15 unpleasantness of being screamed at. Ms. Margolis started an inquisition with the clear
16 intent to force Ms. Sweidy to admit that Ms. Sweidy had caused the screaming behavior
17 and that this was a pattern in Ms. Sweidy’s life.

18 115. When Ms. Sweidy resisted this false interpretation. In front of the small group,
19 Ms. Margolis stated publicly to Ms. Sweidy, “You suck all the oxygen out of the room
20 and there is none left for anyone else.”

21 116. Ms. Sweidy was shocked. Ms. Sweidy stated:

22 Stop. You are not a therapist. You are not my therapist. I don’t even know what
23 your qualifications are. I do not trust you. I don’t feel safe. Do not give me any
further feedback.

24 117. Suddenly, Jean Courtney approached the small group and began directing
25 comments to Ms. Sweidy about Ms. Sweidy’s divorce, a private topic not under
26 discussion by anyone. Though Ms. Sweidy had never met Leslie Filsinger before, Ms.
27 Sweidy now believes that Ms. Filsinger was the woman who accompanied Jean Courtney
28 in her confrontation with Ms. Sweidy. At that time, Ms. Filsinger did not speak, she

1 simply observed the entire interaction.

2 118. Jean Courtney stated that Ms. Sweidy was not accepting responsibility. Jean
3 Courtney then announced, as she had done at least once before in front of all the Parent
4 Challenge Participants, that she [Jean Courtney] had to accept the fact that her divorces
5 were her fault.

6 119. Jean Courtney went on to say that Ms. Sweidy had to accept that her [Ms.
7 Sweidy's] divorce was her fault, otherwise how did you [Ms. Sweidy] get here?

8 120. Ms. Sweidy was shocked. Ms. Sweidy stated to Jean Courtney, "I don't know you.
9 I don't know anything about you. I certainly don't know anything about your divorces
10 and whose fault they were, nor is that any of my business."

11 121. Jean Courtney interrupted Ms. Sweidy with, "They were my fault."

12 122. Ms. Sweidy continued, "I'll just have to take your word on that, because that is
13 nothing I could have an opinion on. However, you know nothing about me or my
14 divorce."

15 123. Jean Courtney and the woman now believed to be Leslie Filsinger hurried away.
16 Ms. Sweidy was painfully aware that she was being watched carefully and scrutinized by
17 the SRA staff at the back of the room.

18 124. Ms. Sweidy was shocked, humiliated and angry. Furthermore, Ms. Sweidy was
19 scared. These were not good people with good intentions and proper training. Ms.
20 Sweidy was thinking, "What have we gotten ourselves into? What have we gotten our
21 daughter into?"

22 125. The atmosphere in Ms. Sweidy's small group, until then filled with benevolence
23 and goodwill, suddenly turned uncomfortable, as Ms. Sweidy was deeply disturbed and
24 Ms. Margolis was visibly distraught and shaken.

25 126. That evening, Ms. Sweidy was so concerned about what she had witnessed during
26 the two days of the Parent Challenge workshop, Ms. Sweidy called her long-time licensed
27 therapist (a Ph.D. in Clinical Psychology from the Institute of Transpersonal Psychology
28 in Palo Alto and a B.A. with High Honors in English Literature from Stanford University)

1 and spoke to her therapist for one hour and 15 minutes. Ms. Sweidy solicited advice and
2 feedback on how to navigate the last day of the Parent Challenge workshop, given the
3 first two days.

4 127. The next day, January 24, 2020, one of the other mothers in their small group
5 stated that she longed for a return to the fun and close connection that everyone had
6 previously enjoyed. The other mother confronted Ms. Margolis about her behavior
7 towards Ms. Sweidy the previous day, saying that she believed that Ms. Margolis had not
8 actually meant what she said to Ms. Sweidy and suggesting that Ms. Margolis apologize.

9 128. Ms. Margolis was not open to that feedback. The other mother became more
10 insistent, repeatedly asking Ms. Margolis if she was really willing to risk everything the
11 group had built just because she refused to apologize. Ms. Margolis's refusal to discuss
12 the topic left the other mother completely perplexed. Ms. Margolis, while insisting that
13 everyone accept "feedback" from perfect strangers without their permission, much less
14 their solicitation, was, herself, refusing to accept feedback.

15 129. The dynamics of the small group shifted, and the small group became a self-
16 directed democracy that last day, no longer relying on the guidance or assistance of Ms.
17 Margolis, who, by her steadfast refusal to take accountability for her own actions, had
18 rendered herself irrelevant. It was very clear that Ms. Margolis did not expect for others
19 to defend Ms. Sweidy, and the other mother privately described Ms. Margolis as "on the
20 verge of tears," "falling apart" and "about to have a nervous breakdown."

21 130. To his credit, the screaming father from the Black/Red Game, Team A, eventually
22 lowered his defenses and admitted that he was angry because he had been forced to attend
23 this three-day event just to get the opportunity to see his daughter. The look on his face
24 when he admitted this truth was heart-breaking. He said sadly, "All I want is to see my
25 daughter."

26 131. Ms. Sweidy was deeply disturbed for two reasons. First, SRA promised to build
27 family relationships and, by all indications, SRA was sowing anger and animosity
28 between parents, as indicated by this father's admission that he just wanted to see his

1 daughter and he resented being forced to attend this workshop. Ms. Sweidy's background
2 in Family Law (both as a practicing attorney and as a party) indicated to her that this was
3 a huge red flag.

4 132. Second, SRA representatives had intentionally and maliciously attempted to
5 convince Ms. Sweidy that the screaming outburst of a father she had never met was her
6 fault because she does not take accountability and she "sucks all the oxygen out of the
7 room." In fact, the screaming father was mad at SRA because he had been forced to
8 spend three days in a bizarre workshop just so he could see his beloved daughter. SRA
9 had attempted to deflect its own responsibility for father's surly (but completely
10 understandable) mood onto Ms. Sweidy, who was simply a convenient target.

11 133. Subsequent to the screaming father's confession as to his actual frame of mind, his
12 attitude did an about-face, at least as to the other participants. He exhibited no further
13 tirades.

14 134. During the Family Dinner on Friday night following the Parent Challenge
15 workshop, Ms. Sweidy met the previously screaming father's daughter, who, unsolicited,
16 told Ms. Sweidy that she had been in therapy since she was two years old. Ms. Sweidy
17 was speechless, as she was unprepared to respond to a stranger's sudden and unexpected
18 disclosure of what was clearly an indication of serious early childhood trauma.

19 135. During one Parent Challenge workshop exercise, participants, seated on chairs
20 some distance from one another, room dark, eyes closed, music playing, are guided
21 through visual imagery to put their anger at their parents in an imaginary bag, place the
22 imaginary bag on the floor and then stomp repeatedly on the imaginary bag.

23 136. By this time, Ms. Sweidy was well aware that she was being watched by SRA
24 staff. Fearing retaliation against her daughter, Ms. Sweidy pretended to go along with
25 this charade.

26 137. During the Family Dinner on Friday night following the Parent Challenge
27 workshop, Jane Doe reported to Ms. Sweidy and Mr. Stata that during Teen Challenge
28 workshop, the girls were told that a rolled up towel contained their anger at their parents.

1 The girls were instructed to beat their chair with the rolled up towel containing their
2 anger. Jane Doe stated that she was beating the chair so vigorously that the chair broke
3 and other people present had to insist that Jane Doe stop beating the broken chair.

4 138. Ms. Sweidy later learned from past SRA students that other students (as staff
5 group leaders) were screaming at Jane Doe while she was beating the chair. Jane Doe did
6 not disclose that fact to her parents.

7 139. In response to Jane Doe's report, Ms. Sweidy remarked to Mr. Stata that they
8 could expect to find the price of a replacement chair on the monthly SRA invoice.

9 140. On Friday evening, January 24, 2020, after a very long three-day Parent Challenge
10 workshop, Ms. Sweidy received electronically from SRA "therapist" Veronica Borges a
11 one-size-fits-all Master Treatment Plan for Jane Doe that falsely alleged that Jane Doe
12 had a Cannabis Use Disorder.

13 141. Ms. Sweidy had never met Ms. Borges. Despite Ms. Borges's promise that she
14 intended to meet Ms. Sweidy at the Parent Challenge workshop, that had not occurred.
15 Ms. Sweidy had spoken to Ms. Borges on the telephone three times: December 23
16 (estimated 90 minutes) and 31 (estimated 25 minutes), 2019, and January 16 (estimated
17 60 minutes), 2020. Neither SRA nor Ms. Borges consulted or reviewed Jane Doe's prior
18 therapy, school or medical history in making this diagnosis.

19 142. During those three telephone conversations with Veronica Borges, Ms. Sweidy
20 spent the majority of the time confused as to the purpose and intent of the discussions. At
21 least twice, when Ms. Sweidy referred to her Stipulated Judgment wherein she had sole
22 legal custody of Jane Doe for decision-making, Ms. Borges opined, "we are reading it
23 differently," which was a huge red flag for Ms. Sweidy.

24 143. Ms. Borges spent the majority of the time deflecting all attempts to discuss the
25 actual issues at hand.

26 144. Ms. Sweidy was presented with a series of questionnaires via email. One was a
27 request to participate in a study, which Ms. Sweidy declined. One was designed to elicit
28 information about "your child in the past seven days." Ms. Sweidy had not been living

1 with her child since September 12, 2019. One contained questions about income and
2 race, questions that Ms. Sweidy never answers, on principle, as well as questions which
3 had already been answered in the copious paperwork that Ms. Sweidy had already filled
4 out. One was described as a “Family Assessment Device,” containing vague questions
5 about complicated and complex issues and behaviors. Ms. Sweidy emailed Ms. Borges,
6 “I am not (and never have been) a proponent of questionnaires, particularly in a
7 therapeutic setting. If you have specific questions you wish to address, over the phone or
8 in person, I am always available.”

9 145. Ms. Borges responded that she was not aware of any questionnaires, and
10 forwarded the inquiry to Ms. Deily.

11 146. Ms. Deily responded as follows:

12 Spring Ridge Academy is a participant in an industry wide study evaluating the
13 effectiveness of this industry. As such, these questionnaires are to gather data. All
14 information is populated anonymously. The data gathered is shared in marketing
15 as well as different venues where we (industry professionals and alumni) hope to
16 educate others around the reality of this work. For instance, I go to Capitol Hill
every March to speak to legislators about this industry in relationship to certain
bills as well as insurance law. I utilize data on effectiveness here vs the medical
model.

All of that said, you certainly do not have to fill any of it out.

17 147. In other words, SRA was more interested in involving Ms. Sweidy, unwittingly, in
18 its marketing and lobbying efforts than in collecting relevant therapeutic information to
19 create a robust and comprehensive Master Treatment Plan, tailored to fit Jane Doe’s
20 needs.

21 148. SRA failed to comply with both the letter and the spirit of the Arizona licensing
22 rules and regulations governing Jane Doe’s Master Treatment Plan.

23 149. After the three-day Parent Challenge workshop, Ms. Sweidy was exhausted. Ms
24 Sweidy was looking forward to finally spending three days with Jane Doe. Ms. Sweidy
25 made the decision to delay focusing on and addressing the Master Treatment Plan until
26 Ms. Sweidy completed her visit with Jane Doe and returned to California.

27 150. Pursuant to SRA protocol, Ms. Sweidy was required to spend Saturday on the SRA
28 campus with Jane Doe.

1 151. On Saturday, Jane Doe was doing her laundry and trying to locate a scented dryer
2 sheet, indicating that she needed to “cover up the smell.” Ms. Sweidy asked, “What
3 smell?” Jane Doe replied, “The sewer is backed up into the water supply and all our
4 laundry smells like shit.” Ms. Sweidy smelled her daughter’s duvet cover that she was
5 putting in the dryer. Indeed, it smelled like feces. Ms. Sweidy asked her daughter why
6 she had not done her laundry prior to Ms. Sweidy’s arrival. Her daughter indicated that
7 she had been too sick.

8 152. Ms. Sweidy had not been informed by SRA that her daughter was sick.

9 153. Around 4:00 p.m. on Saturday afternoon, Ms. Sweidy received permission to leave
10 the SRA campus with Jane Doe for exactly 24 hours, with the return time no later than
11 Sunday at 4:00 p.m.

12 154. Upon leaving the SRA campus, Jane Doe and Ms. Sweidy were finally able to
13 speak freely. Jane Doe was excited to eat at a restaurant, and she selected Bill’s Grill in
14 Prescott.

15 155. Jane Doe described to Ms. Sweidy a series of disturbing events that had occurred
16 since her enrollment at SRA.

17 156. Jane Doe told Ms. Sweidy that she had been very sick for the past week, missing
18 school. She put her mattress on the floor. She had explosive diarrhea. She utilized
19 “adult diapers.” At one point, a staff member accused Jane Doe of “faking it” and
20 insisted that Jane Doe attend Study Hall. Jane Doe went into the bathroom and expelled
21 an amount of explosive diarrhea with the door open so the staff member could “see and
22 smell that I was not faking it.”

23 157. Ms. Sweidy later learned from Jane Doe that Jane Doe’s sickness continued after
24 their weekend visit, and Jane Doe missed two weeks of school.

25 158. Ms. Sweidy, who had sole medical decision-making authority for her daughter’s
26 medical care, was not informed by SRA that her daughter missed a total of two weeks of
27 school with the illness before and after the Parent Challenge workshop.

28 159. Ms. Sweidy believes that SRA has a polluted water supply, hence the foul smell.

1 Ms. Sweidy believes that Jane Doe was infected with a parasite from the polluted water
2 supply, causing her to miss two weeks of school.

3 160. Jane Doe described to her mother her concerns with Teen Challenge workshop,
4 which occurred the week before Parent Challenge workshop. In particular, Jane Doe
5 vocally objected to the brutal and extended berating of another girl (who was sobbing).
6 Jane Doe reported that she objected by saying that the girl had heard enough feedback and
7 that it was time to allow her to leave the workshop (which the girl would be required to
8 repeat, in its entirety).

9 161. Ms. Sweidy objected to verbal abuse by anyone. Ms. Sweidy also objected to the
10 more experienced girls “playing therapist” to the newer girls.

11 162. Jane Doe shared with her mother her experience of staying up all night with
12 another girl, holding a third girl, with all three crying, because the third girl is suicidal.

13 163. Ms. Sweidy did not intend to place Jane Doe in an environment where this was
14 Jane Doe’s responsibility (or Jane Doe thought it was). This was not the experience that
15 Ms. Sweidy contracted for.

16 164. On Friday evening, following the end of the Parent Challenge workshop, the girls
17 join their parent(s) for a Family Dinner at the workshop venue, as mentioned above. The
18 Parent Challenge workshop ended at approximately 5:00 p.m. The girls were transported
19 by van from SRA to the venue. Jane Doe said the girls were kept in a van in the Target
20 parking lot for hours waiting to join their parents for dinner. After a while (the girls don’t
21 have phones or watches), Jane Doe said that she had to go to the bathroom, and she was
22 repeatedly refused. Jane Doe said, “I know my rights, you have to take me to the
23 bathroom. If you don’t, I’m going to pee in the parking lot.” She was again refused. In
24 fact, she was told that she would be knocked down to Phase 1 (SRA student ranking,
25 from Phase 2) and that she would be placed on the Sex Offender List. Jane Doe insisted
26 that she knew her rights. She was repeatedly refused.

27 165. Jane Doe exited the van, squatted and began urinating in the Target parking lot.
28 Jane Doe then stood, pulled up her pants, patted her abdomen and indicated that she had

1 more to go. She asked the person in charge whether the person was going to allow Jane
2 Doe and the other girls to go to the bathroom or whether she should continue urinating in
3 the parking lot. At that point, all the girls were taken to the restroom in Target.

4 166. According to a self-serving document prepared by SRA and delivered only to Mr.
5 Stata for use in his Family Law Case against Ms. Sweidy to forcibly return Jane Doe to
6 SRA by Court Order after Ms. Sweidy removed Jane Doe on February 3, 2020, the
7 students in the van allegedly first asked to use the restroom at 3:12 p.m. Jane Doe
8 allegedly insisted on using the restroom ten minutes later. Staff allegedly took Jane Doe
9 and some students to use the restroom ten minutes after that. If the students first asked to
10 use the restroom at 3:12 p.m. after already being there for a while, Ms. Sweidy believes
11 that those girls were kept in a van in the Target parking lot for three to four hours. With
12 its poor planning and lack of communication, Ms. Sweidy does not believe that SRA has
13 actual records of the exact time that the students first asked to use the restroom, the exact
14 time that Jane Doe insisted on using the restroom or the exact time that the students were
15 allowed to use the restroom.

16 167. Furthermore, knowing Jane Doe and SRA, Ms. Sweidy believes that Jane Doe's
17 account is more plausible and believable.

18 168. Jane Doe reported that Brandon Courtney, the overweight son of Jean Courtney,
19 herself extremely thin, admonishes the girls about their eating and refuses them seconds.
20 This is the type of behavior that causes eating disorders in teenage girls. For those who
21 already have eating disorders, this behavior is dangerous.

22 169. In Parent Challenge workshop, Ms. Sweidy observed Jean Courtney and Brandon
23 Courtney acting out what were clearly long-standing issues of parent/child abuse and
24 control in front of the whole room, with those issues clearly fueling SRA's position on
25 food. At one point, Jean Courtney stated, "If it were up to me, the girls would only eat
26 vegetables and occasionally salmon, but no one will go for that."

27 170. Jane Doe indicated that there is no Rules Manual, but the girls are punished,
28 randomly, for violating rules that they have no way of knowing, because they are not

1 written anywhere. Jane Doe said that she approached Suzie [Suzanne] and Brandon
2 Courtney and offered to write a Rules Manual.

3 171. Ms. Sweidy expected that for \$9,000 a month, there needed to be a Rules Manual,
4 and clean water, and qualified staff, and fruit that was not moldy, and rational individuals
5 capable of logical discussions.

6 172. By the time that Jane Doe was finishing dinner at Bill's Grill, having recounted an
7 endless stream of disturbing occurrences, Ms. Sweidy asked Jane Doe, "What are we
8 doing here? We don't belong here. Are you ready to come home and do what you're
9 supposed to do?"

10 173. Jane Doe heaved a sigh of relief and said, "We don't belong here. Yes, mama, I'm
11 so ready to come home."

12 174. Ms. Sweidy and her daughter returned to Ms. Sweidy's room at the Prescott Resort
13 and Conference Center.

14 175. Ms. Sweidy told her daughter to call her father (who flew home after from the
15 Parent Challenge workshop) to report to him directly exactly what had happened, as
16 described to Ms. Sweidy, and indicate that she was ready to come home and appreciate
17 her life.

18 176. Ms. Sweidy reserved a ticket on Southwest Airlines for her daughter's return flight
19 home from Phoenix, Arizona, to San Jose, California, with Ms. Sweidy.

20 177. Jane Doe called her father, outside the presence of her mother. The call lasted 59
21 minutes. Jane Doe returned to the hotel room dejected and deflated.

22 178. An hour later, Mr. Stata called Ms. Sweidy. For 104 minutes, Mr. Stata ranted at
23 Ms. Sweidy about how Mr. Stata had been betrayed, repeatedly, by Jane Doe, ignoring the
24 fact that Mr. Stata, himself, had modeled for Jane Doe the exact behaviors that he
25 objected to.

26 179. Ms. Sweidy admitted that Jane Doe had engaged in objectionable behavior and
27 pointed out that Jane Doe was a child, without a fully formed pre-frontal cortex.

28 180. Ms. Sweidy reviewed Jane Doe's accounts of her experiences at SRA. Ms.

1 Sweidy reviewed her own concerns about her experiences with SRA, including the Parent
2 Challenge workshop (where Mr. Stata was in attendance).

3 181. Ms. Sweidy stated that regardless of anything Jane Doe had done in the past or
4 would do in the future, SRA was not the solution to anything. In fact, SRA was simply
5 creating a whole new set of problems with long-term consequences.

6 182. Mr. Stata wanted to punish Jane Doe for past actions by forcing her to remain at
7 SRA, despite the fact that this is unhealthy parenting that puts her mental and physical
8 well-being at risk.

9 183. Ms. Sweidy raised with Mr. Stata the topic of Ms. Sweidy's concerns about some
10 inappropriate content in Mr. Stata's letters to Jane Doe while at Outback, which came to
11 Ms. Sweidy's attention on or about December 26, 2019, when Jane Doe's belongings
12 were shipped from Outback to Ms. Sweidy's home in Palo Alto, California.

13 184. The conversation finally concluded with Mr. Stata stating, "I will think about it
14 and get back to you. But I'm not inclined to agree that she can come home."

15 185. The next morning, Ms. Sweidy called Mr. Stata at 10:55 a.m. for an update on Jane
16 Doe's possible return home. During that 54 minute telephone call, Mr. Stata adamantly
17 refused to allow Jane Doe to return home. He refused to discuss Ms. Sweidy's concerns,
18 including Jane Doe's reports. He refused to discuss the plans and options that Ms.
19 Sweidy was already formulating for and with Jane Doe for when Jane Doe returned home.
20 As was his habit and custom for over 30 years, Mr. Stata used "no" a weapon of control
21 over Ms. Sweidy and Jane Doe.

22 186. Ms. Sweidy, exhausted from the three-day emotionally chaotic Parent Challenge
23 workshop and subsequent events, declined to engage further with an emotionally
24 dysregulated Mr. Stata.

25 187. Reluctantly, Ms. Sweidy canceled Jane Doe's flight home with Ms. Sweidy.

26 188. Ms. Sweidy and SRA had planned to have Ms. Sweidy attend classes with Jane
27 Doe (referred to as a "Shadow Day") the next day, Monday, January 27, 2020. However,
28 Jane Doe was so upset and disappointed after what had just transpired, Jane Doe

1 requested that Ms. Sweidy not attend classes with her.

2 189. Ms. Sweidy returned Jane Doe to the SRA campus at approximately 3:30 p.m. on
3 Sunday, January 26, 2020.

4 190. Ms. Sweidy returned to her hotel room and rearranged her travel plans. Ms.
5 Sweidy returned home late that night, rather than Monday evening, as originally planned.
6 Ms. Sweidy was very afraid for her daughter.

7 191. Once home, Ms. Sweidy directed her attention to the Master Treatment Plan from
8 “therapist” Veronica Borges, which Ms. Sweidy had received on Friday evening, January
9 24, 2020.

10 192. The Master Treatment Plan described four diagnoses for Jane Doe, one of which
11 was the falsely alleged Cannabis Use Disorder. The other three diagnoses could have
12 described every teenager in the United States: she’s moody (anxious and depressed), and
13 she has problems with her parental relationships.

14 193. In actuality, Jane Doe’s local therapist of two years [PsyD in Palo Alto] had
15 diagnosed Jane Doe with Generalized Anxiety Disorder and Mild Depression.

16 194. From those four diagnoses, the Master Treatment Plan restated the Diagnoses as
17 “Problems.”

18 195. There was a “Resident” section that asked specific questions about whether Jane
19 Doe had participated in and agreed with the creation of the Master Treatment Plan. All
20 five boxes were “checked,” Digitally Signed: 01/24/2020 12:44 pm: Jane Doe.

21 196. This was after Jane Doe had experienced the Teen Challenge workshop.

22 197. As a minor being held at SRA under undue influence, there are questions about
23 whether Jane Doe could give legal consent.

24 198. There was a “Family” section that was unchecked. The Family section had two
25 statements, neither of which was true.

26 199. The first statement was, “The family/guardian is involved in developing the plan
27 of care including the Master Treatment Plan.” This was false. As the sole legal custodian
28 of Jane Doe, Ms. Sweidy was not involved in developing Jane Doe’s plan of care or

1 Master Treatment Plan.

2 200. The second statement was, “The plan of care, the Master Treatment Plan as well as
3 other services provided reflect the participation of the family/guardian.” This was also
4 false. No such participation had occurred.

5 201. From the four “Problems,” four “Long Term/Discharge/Graduation Goals” were
6 described:

7 1. Jane Doe will be able to develop coping skills to the extent that symptoms of
8 anxiety are no longer interfering with desired life style.

9 2. Jane Doe will demonstrate develop and maintain pro-social relationships with
10 peers and adults.

11 3. Jane Doe will understand the risks associated with substance abuse and will
12 demonstrate adequate skills to regulate substance use or discontinue substance use
13 so as to no longer experience use related problems including, but not limited to
14 legal issues, inability to fulfill role obligations, interpersonal and social problems,
15 and high risk behaviors.

16 4. Jane Doe Develop age appropriate ego state.

17 202. As discussed above, Goal #3 was fabricated by SRA. By that time, Jane Doe had
18 been almost 4.5 months without access to any mind-altering substances, completely
19 without any signs of withdrawal or affect on her behavior. This does not support a
20 diagnosis of substance abuse.

21 203. After each Long Term/Discharge/Graduation Goal, there was one or more Short-
22 Term Objectives and Interventions.

23 204. For Goal #3, one (of four) Short-Term Objective was “Process the historical issues
24 (family of origin, trauma, etc.) that have developed into toxic beliefs or shame that are
25 motivational factors in addiction.” The accompanying Intervention was “AA Meeting 2
26 times per week.; EMDR Therapy 1 times per week.; Family Therapy (Telephonic) 1 times
27 per week.; Group Therapy 3-4 time(s) per week.”

28 205. For Goals #3 and #4, Jane Doe’s Parents were directed to read “Facing
Codependence” by Pia Mellody, and, if assigned, complete the corresponding workbook,
“Breaking Free” by the same author.

206. For Goal #1, “Jane Doe and her parents will complete the Family I; Jane Doe will
complete the mindfulness exercises from the PIT manual under the 3rd core issue of

1 Reality. Jane Doe will begin to track shame attacks and learn how she creates her own
2 reality.”

3 207. The Master Treatment Plan was digitally signed by “Therapist Veronica Borges,
4 MA, BHT” and “Clinical Director Leslie Filsinger MA, LPC.”

5 208. The absence of objective and measurable goals in reference to Jane Doe’S
6 academic failures and lack of work ethic was of grave concern.

7 209. On January 27, 2020, Ms. Sweidy questioned, via email to Ms. Borges, the
8 “Master Treatment Plan” that created a fictional substance abuse diagnosis of Jane Doe
9 with no basis in Jane Doe’S therapeutic or education history.

10 210. Ms. Sweidy denied many of the false assertions about Ms. Sweidy and Mr. Stata
11 contained in the Master Treatment Plan. Ms. Sweidy refused to read Pia’s Melody’s
12 book because it was not relevant to the facts at hand.

13 211. Ms. Sweidy’s email included the statement:

14 Currently, I am scheduled to attend Family Workshop I. Please be informed that
15 after the behavior I witnessed by Jeannie Courtney, Brandon Courtney and Rachel
16 from Texas (our group leader, a past parent without any known qualifications,
17 credentials or licensing acting as “Staff” and practicing therapy without any license
that I’m aware of), I have serious concerns. After speaking to Jane Doe, those
concerns intensified.

18 212. Ms. Sweidy referenced the actual issues surrounding Jane Doe’s parental
19 interactions by attaching a zip file of all Ms. Sweidy’s correspondence to Jane Doe while
20 Jane Doe was at Outback. Ms. Sweidy also forwarded two zip files with all of Mr. Stata’s
21 correspondence to Jane Doe while Jane Doe was at Outback. Ms. Sweidy wanted
22 assurances that, moving forward, everyone would be engaged in reality-based thinking
23 and treatment.

24 213. Ms. Sweidy expected that SRA would address actual on-going issues that existed
25 within the family system, as evidenced by recent events and documents.

26 214. Ms. Sweidy enrolled her daughter at SRA, in part, because she hoped, with its
27 family component, that the pressures brought upon Jane Doe, as reflected in Mr. Stata’s
28 correspondence, could be explored in a therapeutic setting that emphasized appropriate

1 parent/child communication and boundaries.

2 215. With ambiguous goal dates and lack of any measurable and objective goals,
3 combined with the bizarre Parent Challenge and Teen Challenge workshops (and the
4 requirement of more such workshops in the future), it became apparent to Ms. Sweidy
5 that the school's motive was to financially gain from extending her daughter's graduation
6 date and program completion into the indefinite future in order to secure an income
7 stream of \$9,000 per month, without legitimate or valuable treatment, education or
8 accountability resulting from this endeavor.

9 216. In response to Ms. Sweidy's questions regarding Post Induction Therapy, on,
10 January 28, 2020, Ms. Borges emailed Ms. Sweidy:

11 Every parent that enrolls a child at Spring Ridge is asked to read Pia Mellody's
12 book. This is not because we are accusing anyone of being co-dependent, rather,
13 **because the Post Induction Therapy method developed by the author is a**
14 **therapeutic modality we utilize with all students and parents.** We want parents
to understand this modality as it relates to the developmental stages. The methods
we use are clearly outlined when parents tour our campus before enrolling their
daughter.

15 217. Ms. Sweidy was never informed on the tour that all students, including her
16 daughter, were to participate in Post Induction Therapy as a condition of their enrollment.
17 To the contrary, on the December 2, 2019, Ms. Sweidy was assured by employee Kate
18 Deily that a customized treatment plan would be developed for her daughter utilizing any
19 of a number of therapeutic modalities.

20 218. In that same email, Ms. Borges also said:

21 I believe you enrolled your daughter so that all of you, and she, could work on the
22 relationships between you. Jane Doe's issues did not develop in a vacuum. She
23 did not get to where she is on her own. Philosophically, we do not believe it is the
24 fault of only one parent or member of a family. I'm sorry if you do not agree with
25 my assessment of your family dynamic. It is not made to place blame, rather, to
address the relational issues impacting your relationship with your daughter. Your
refusal to participate in addressing the issues outlined in (4) [Pia Mellody's book
and Post Induction Therapy] of the treatment plan will certainly make the goal and
objectives regarding family systems work difficult to accomplish.

26 219. Ms. Borges concluded the email with:

27 Due to the issues outlined in (5) [paragraph above] I am postponing our family
28 session on Thursday the 30th at 1pm GMT until all of your concerns can be
discussed with our clinical team.

1 220. Ms. Sweidy responded that same day, further explaining, in detail, her issues with
2 the false narrative and explaining, in great factual detail, replete with pictures, her
3 perspective on the Family Dynamics that had led them all to this point.

4 221. Because Ms. Sweidy's concerns over SRA continued to mount, during that week,
5 Ms. Sweidy repeatedly contacted Mr. Stata and implored him to comply with the Meet
6 and Confer provisions of their Stipulated Judgment filed June 26, 2018, regarding the
7 matter of Jane Doe's enrollment at SRA.

8 222. While waiting for SRA's response, Ms. Sweidy became increasingly uneasy,
9 prompting her to launch an investigation into SRA. Much to Ms. Sweidy's chagrin,
10 Facebook contained two groups specifically dedicated to past students (who referred to
11 themselves as "survivors") of SRA, not to mention other Facebook groups that addressed
12 the Troubled Teen Industry (hereinafter "TTI") in general.

13 223. Ms. Sweidy learned that this was, indeed, an industry, with a well-documented and
14 criticized history of abuse and tragedy.

15 224. Ms. Sweidy spent hours on the phone with a number of these past SRA students.
16 The stories she heard terrified her. Each student had a different story about how she
17 arrived at SRA. Each student told the same story about abuse, neglect and manipulation.
18 All declared that the trauma they experienced at SRA was far worse than any problem
19 they had when they entered SRA.

20 225. On Friday, January 31, 2020, Mr. Stata wrote Ms. Sweidy a concerning email. The
21 email revealed that SRA had turned its attention to convincing Mr. Stata that Jane Doe
22 should remain enrolled at SRA. Further, the email revealed that Mr. Stata had turned his
23 attention to aligning himself with SRA in order to thwart the intention of the Stipulated
24 Judgment and allow Mr. Stata to continue to use Jane Doe to control Ms. Sweidy, while
25 undermining Ms. Sweidy's informed parenting decisions, abandoning his responsibility to
26 think critically and abdicating all parenting responsibility to SRA.

27 226. On February 1, 2020, four days after her last email (in which she canceled Ms.
28 Sweidy's first family therapy session with Jane Doe), Veronica Borges wrote to Ms.

1 Sweidy, failing to address any point raised in Ms. Sweidy’s previous correspondence.

2 Instead the email contained this statement:

3 We find students do better when parents are trusting, engaged and collaborative. It
4 is clear you have mounting concerns and doubts about our methodology and
5 perhaps not feeling that the methodology was clearly defined beforehand, thus
6 causing you to rethink your decision. Will you be able to participate and support
7 this process when you are not in support of my therapeutic judgment and SRA as a
8 whole?

7 227. The gist of the entire communication was that Ms. Sweidy would be required to
8 abandon all facts, history, evidence and critical-thinking and blindly trust Ms. Borges and
9 SRA.

10 228. In concluding her email, Ms. Borges unilaterally canceled Ms. Sweidy’s
11 participation in the upcoming Family Workshop I (scheduled to start in 11 days), offered
12 Ms. Sweidy a “private Family I Workshop with Jane Doe” and indicated that Mr. Stata
13 could attend the Family I Workshop in Ms. Sweidy’s stead.

14 229. Ms. Sweidy had already purchased and/or scheduled all aspects of the Family I
15 Workshop including plane tickets, three different hotel reservations, rental car, plane and
16 transportation accommodations for Jane Doe’s older sister (who was flying in from
17 college to join them for the weekend), concert tickets at the Elks Theatre and a scenic
18 Verde Canyon train ride for Ms. Sweidy, Jane Doe and Jane Doe’s older sister.

19 230. Mr. Stata had previously declined to attend the Family I Workshop, despite his
20 promises to Ms. Sweidy upon enrolling Jane Doe in SRA that he would attend all such
21 events, contrary to Mr. Stata’s 30 year history of absence. Ms. Sweidy was informed of
22 Mr. Stata’s planned non-attendance in an email from Kate Deily dated minutes after Ms.
23 Sweidy enrolled Jane Doe in SRA on December 13, 2019.

24 231. After receiving Ms. Borges’s email on Saturday, February 1, 2020, Ms. Sweidy
25 consulted with Jane Doe’s California therapist and Ms. Sweidy’s therapist about all
26 aspects of the situation with Jane Doe and SRA, including the SRA Master Treatment
27 Plan.

28 232. On Monday, February 3, 2020, Ms. Sweidy flew to Phoenix, Arizona, drove to

1 SRA and removed Jane Doe from SRA (shortly after 12:00 p.m.), thereby rescinding her
2 contract with SRA. At all times while on the SRA campus, Ms. Sweidy was accompanied
3 by two Yavapai County Sheriffs, performing a Civil Standby at Ms. Sweidy's pre-
4 arranged request.

5 233. Shortly after Ms. Sweidy arrived on the SRA campus, requesting that Jane Doe be
6 brought to her so that she could leave with Ms. Sweidy, Leslie Filsinger appeared. Ms.
7 Sweidy had never met Ms. Filsinger, so she did not know who she was. Ms. Filsinger
8 repeatedly stated, "We are going to call Mr. Stata." Ms. Sweidy repeatedly responded,
9 "OK" and "I understand."

10 234. When this tactic did not dissuade or intimidate Ms. Sweidy, Ms. Filsinger stated
11 that Ms. Sweidy would be required to sign a document before Jane Doe could be released
12 to her. Ms. Sweidy indicated that she did not need to sign a document to remove her
13 daughter.

14 235. Ms. Filsinger insisted, and Ms. Sweidy observed Ms. Filsinger becoming
15 increasingly edgy. Ms. Sweidy desired no escalation of the mood or tone, hence the Civil
16 Standby. Therefore, Ms. Sweidy decided to sign the document because, under duress,
17 Ms. Sweidy knew it had no legal significance.

18 236. When Ms. Filsinger arrived with a fill-in-the-blank "Student Withdrawal
19 Statement," Ms. Sweidy was incredulous. The document purported to represent the
20 "professional opinion" of unnamed persons identified as "the treatment team of Spring
21 Ridge Academy" and alleged that "it is in the best interest of the student, Jane Doe, to
22 continue her enrollment at Spring Ridge Academy in order to complete her treatment
23 program."

24 237. The document acknowledged and stated that "While we acknowledge and
25 understand that it is your right to choose to withdraw Jane Doe from Spring Ridge
26 Academy based on your judgment as parents/guardians, we wish to inform you that
27 decision is again our clinical advice."

28 238. The document is signed by Leslie Filsinger, a person that Ms. Sweidy had not met,

1 to the best of her recollection, until that moment. Ms. Sweidy had definitely had no
2 interactions with Ms. Filsinger that could serve as the basis for any clinical advice.

3 239. Ms. Sweidy signed the document to silence Ms. Filsinger, who appeared to Ms.
4 Sweidy to be unstable and very angry. The document was a meaningless form, with the
5 same one-size-fits-all clinical advice as demonstrated in the one-size-fits-all Master
6 Treatment Plan.

7 240. Ms. Sweidy immediately returned to California with Jane Doe, notifying Mr. Stata
8 immediately upon her return and forwarding him Ms. Borges's last email and explaining
9 Ms. Sweidy's reasons for removing Jane Doe and Ms. Sweidy's future plans for Jane
10 Doe.

11 241. Ms. Sweidy's withdrawal of Jane Doe drew immediate retaliation by SRA.

12 242. SRA staff publicized to Mr. Stata the "Student Withdrawal Statement" they made
13 Ms. Sweidy sign and conspired with Mr. Stata, Ms. Sweidy's wealthy ex-husband, to seek
14 an Ex Parte order in Family Law Court for the immediate return of Jane Doe from her
15 home in California to SRA in Arizona.

16 243. SRA provided Mr. Stata with Ms. Sweidy's Confidential Application for Jane Doe,
17 which revealed personal information, including Ms. Sweidy's and Jane Doe's social
18 security numbers. The document made its way into the public record in the California
19 Family Law Case. Interestingly, Mr. Stata's attorneys redacted his social security number
20 from Ms. Sweidy's Confidential Application for Jane Doe but did not redact Ms.
21 Sweidy's and Jane Doe's social security numbers.

22 244. Ms. Sweidy confidentially supplied the school with personal information about her
23 daughter. The information was for the purposes of parent and child therapy only, and Ms.
24 Sweidy did not authorize the release of the application to third parties, including Mr.
25 Stata.

26 245. In fact, when Jane Doe was placed in Outback, Mr. Stata requested from Ms.
27 Sweidy a copy of the Confidential Application that Ms. Sweidy spent eight hours
28 completing. (The Outback Confidential Application was virtually identical to the SRA

1 Confidential Application.)

2 246. In email dated September 1, 2019, Ms. Sweidy wrote to Mr. Stata:

3 The information I provided to Outback is confidential, as is the account I created.
4 You are welcome to create your own account and submit your own input. I will
5 forward you the two emails that I sent to Aries that contain the Supplemental
6 Documentation.

7 247. Ms. Sweidy then confirmed her understanding and expectation of confidentiality
8 with Outback employee Aries McGinnis in an email that stated, “My understanding is that
9 my submission is Confidential. It allowed me to be honest and transparent.”

10 248. Mr. McGinnis replied, “Yes, if you do not want it shared, we will not share the
11 application information.”

12 249. Also for use by Mr. Stata against Ms. Sweidy in the Family Law Case, SRA
13 produced a number of self-serving documents, allegedly written by SRA staff, describing
14 SRA’s version of events surrounding Ms. Sweidy’s withdrawal of Jane Doe from SRA.
15 These documents were provided only to Mr. Stata and not to Ms. Sweidy.

16 250. Suzanne Courtney provided a written statement for use by Mr. Stata in Family Law
17 Court which stated:

18 The therapeutic program at Spring Ridge builds to completion allowing students
19 and families the opportunity to practice the skills needed for managing life after
20 treatment and to have adequate support services in place before a student
21 transitions...The lack of coordination by Jane Doe’s mother with her father will
22 continue to be an obstacle in treatment unless altered.

23 Lack of consistency and continuity in therapeutic and academic work can be
24 disruptive to a young person like Jane Doe.

25 251. There were no allegations in the California Ex Parte application that Ms. Sweidy,
26 who had sole legal and physical custody, was abusive to Jane Doe or that Jane Doe was in
27 danger. The allegations were simply that both parents agreed on the placement and,
28 despite the fact Ms. Sweidy no longer trusted the facility, Mr. Stata wanted the child to go
back.

29 252. Jane Doe’s witness disclosures to her mother during their visit on January 24
through 26, 2020, were reported to Mr. Stata by Ms. Sweidy in telephone calls and

1 emails, prior to the Ex Parte Family Law Court proceedings initiated by Mr. Stata and
2 SRA, the purpose of which were to forcibly return Jane Doe to SRA over Ms. Sweidy's
3 objection.

4 253. Mr. Stata discussed in detail, with SRA, Jane Doe's witness disclosures to her
5 mother, and SRA prepared multiple self-serving documents to rebut Jane Doe's witness
6 disclosures. The purpose of SRA's self-serving documents was to support Mr. Stata's
7 Family Law case proceedings for Jane Doe's forcible return to SRA, over Ms. Sweidy's
8 objection, where SRA would have sole dominion and control over Jane Doe and her
9 ability to make future witness disclosures to her mother, in particular.

10 254. On an Ex Parte basis without a hearing, a California Family Law Judge granted
11 Mr. Stata's request to forcibly return Jane Doe to SRA. This ruling was made despite the
12 fact that Jane Doe was a life-long California resident under the protection of California
13 law. This ruling was made ex-parte against the informed wishes of Ms. Sweidy, Jane
14 Doe's sole legal custodian. This ruling involved SRA, an organization over which the
15 Judge had no jurisdiction, in a state where the Judge had no jurisdiction.

16 255. SRA is a Domestic For-Profit Corporation. SRA's Provider Type is "Behavioral
17 Health Facility-Child."

18 256. California Health and Safety Code section 1502.2(b)(1) reads as follows:

19 (b) A licensed private alternative boarding school shall comply with all of
20 the following:

21 (1) It shall be owned and operated on a nonprofit basis by a private
22 nonprofit corporation or a nonprofit organization.

22 In other words, SRA's for-profit basis is not legal in California because of precisely the
23 types of illegal and unethical behaviors that SRA has repeatedly demonstrated throughout
24 all interactions with Jane Doe, Mr. Stata and Ms. Sweidy.

25 257. Jane Doe was forcibly returned to SRA by Mr. Stata on February 12, 2020, just in
26 time for Mr. Stata and Jane Doe to attend Family Workshop I.

27 258. Jane Doe's older sister told Ms. Sweidy that she thought she should still travel to
28 SRA that weekend to spend time with Jane Doe. Ms. Sweidy supported Jane Doe's older

1 sister in spending time with Jane Doe.

2 259. After Jane Doe was returned to SRA by Mr. Stata, based on eye-witness accounts
3 from past SRA survivors, Ms. Sweidy expected SRA's retaliation to be swift and vicious.

4 260. It was.

5 261. On February 25, 2020, Ms. Sweidy received the following electronic letter:

6 In accordance with the Temporary Emergency (Ex Parte) Orders Case Number
7 FAM XXXXXX, and in consultation with Spring Ridge Academy's therapeutic
8 team, the following is the protocol for treatment of Jane Doe at Spring Ridge
9 Academy:

10 1. In acknowledgement [sic] of Kimberly's rejection of Spring Ridge Academy's
11 services, we will not provide therapeutic services involving Kimberly, including
12 family therapy, parent and family workshops, and monthly visits. However, Spring
13 Ridge Academy will provide Kimberly a written therapeutic and residential
14 monthly update via parent portal. Raymie Stata will participate in therapeutic and
15 residential services, including family therapy, parent and family workshops,
16 monthly visits, and regular and as needed phone calls with a Community Life
17 Director. Grades will be posted to both parents' portals quarterly and at progress
18 report times. Any academic questions from Kimberly need to be submitted in
19 writing to Principal Justin Zych.

20 2. After Jane Doe has resettled into the Spring Ridge Academy environment and
21 engaged in her therapeutic process, Jane Doe will have a level of communication
22 with Kimberly, which has been determined to be clinically appropriate, and with
23 which Jane Doe is comfortable, both telephonically and in writing. All telephonic
24 and written communication between Kimberly and Jane Doe will be monitored by
25 Spring Ridge Academy. Raymie's interactions telephonically and by mail will
26 follow the typical phase progression. Parents will be expected to follow guidelines
27 outlined in Spring Ridge Academy's Parent Manual and Separated and Divorced
28 Parent Agreement as to best support Jane Doe's therapeutic process.

3. Kimberly will not visit the Spring Ridge Academy campus.

4. If Jane Doe has medical needs surface, Kimberly and Raymie will be notified in
writing of her needs and requests for consent for any appointments or treatments as
part of our standard procedure. These requests need to be responded to in 48 hours.
Any medical questions by Kimberly need to be submitted in writing to the
Registered Nurse at Spring Ridge. Raymie may utilize electronic or telephonic
communication for questions and needs of our medical staff and department.

5. Kimberly may submit any general questions or information needs in regard to
Jane Doe's placement or related issues in writing to Suzie Courtney, Executive
Director of Spring Ridge Academy. Raymie may access any of Spring Ridge
Academy's faculty or staff by phone or email.

Any violation of these protocols, verbal or written communication with Spring
Ridge staff that is combative, threatening, or a distraction from the treatment
process will result in the termination of all communication between Spring Ridge
and the parent(s) not following outlined agreements.

1 Any Court documents pertaining to Jane Doe's attendance at Spring Ridge
2 Academy including all Court Orders shall be immediately submitted to Spring
Ridge Academy in order that it can comply with the Court's ruling.

3 --Digitally Signed: 02/25/2020 12:54 pm: English Teacher Erin Smith

4 262. SRA failed to perform at even this unsatisfactory and insufficient level, which
5 itself was in violation of Arizona state licensing requirements.

6 263. SRA, failing to meet adequate educational and therapeutic standards, continued its
7 insistence on misinterpreting legal orders, including the following statement from a brief
8 and unexplained Ex Parte order, prepared by Mr. Stata's Counsel and signed by the
9 Judge, without opportunity for discussion, clarification or explanation:

10 3. That parties shall follow that [sic] recommendations and decisions of Spring
11 Ridge Academy with respect to how, and whether, each parent will participate in
Jane Doe's treatment.

12 264. Ms. Sweidy had already rescinded her contract with SRA, having realized that she
13 had been misled about all major components of the program. Ms. Sweidy had confirmed
14 that the therapy was not evidence-based. Her expert psychologist had confirmed this in
15 his Declaration that she filed in Family Law Court.

16 265. Ms. Sweidy had no intention in participating in SRA's "treatment," which, in this
17 context, could only be interpreted as "therapy." No mention was made of any other
18 aspect of Jane Doe's program at SRA.

19 266. Ms. Sweidy waited. And while she waited, Ms. Sweidy began an investigation
20 into SRA that continues to this day. Who are these people? How long have they been
21 doing this to parents and children? Why haven't they been stopped?

22 267. Ms. Sweidy has discovered more questions than answers. And both the questions
23 and the answers are very disturbing.

24 268. The COVID-19 Global Pandemic broke. While students across the nation were all
25 returning home, SRA exempted themselves from the process, kept the SRA students
26 isolated away from family and sent some of their staff home.

27 269. On March 10, 2020, Ms. Sweidy wrote to Suzanne Courtney, Executive Director,
28 asking that Jane Doe be returned home because of the "internationally recognized health

1 crisis.”

2 270. Ms. Courtney refused.

3 271. On March 15, 2020, Ms. Sweidy again wrote and again requested that Jane Doe be
4 returned home after Arizona Governor Doug Ducey closed the public schools.

5 272. Ms. Courtney refused.

6 273. Unbeknownst to Ms. Sweidy until April 2, 2020, on March 15, 2020, Mr. Stata and
7 his attorneys hired Dr. Mark Burdick to conspire with SRA to defraud the Family Law
8 Court into keeping Jane Doe at SRA during the COVID-19 Global Pandemic. In his
9 Declaration served on Ms. Sweidy on April 2, 2020, Dr. Mark Burdick states:

10 I was retained as an expert on March 15, 2020 by attorney Lisa Tarr and
11 co-counsel Nancy Nugent for the matter involving client Mr. Raymond Stata. Mr.
12 Stata’s daughter, Jane Doe (DOB: 10/XX/2020, age 17), attends Spring Ridge
Academy in Arizona.

13 274. On March 16, 2020, Erin Smith sent an email to parents that read, in part:

14 We are continuing to monitor the outbreak of COVID-19 in our area, across the
15 nation, and across the world. As we learn more about this virus and as the CDC,
16 WHO, and local health department update their recommendations, we are
17 changing our protocols to keep our students, our staff, and our community safe.
18 Although the Arizona governor and superintendent of schools have closed all
district and charter schools through 3/27, this does not apply to Spring Ridge as a
licensed residential treatment facility. Spring Ridge Academy is a medically
necessary facility, and we will not be facing closure due to the virus.

19 275. Who made the determination that SRA is a “medically necessary facility?” Ms.
20 Sweidy posed this question to Erin Smith on March 17, 2020, in a responsive email that
21 said:

22 Kindly provide me with any and all documentation supporting your below
23 statement and medical determination that “Spring Ridge Academy is a medically
24 necessary facility,” including the name, education, training, credentials, licensing
25 (and any and all other relevant information) for each and every person who has
26 made this medical determination. All degrees, credentials and licensing must be
27 fully and completely verified by the documentation, including the appropriate
28 diplomas, degrees, certificates, licensing, etc. by the appropriate institution or
agency, whether public or private.

In particular, I am asking about this medical statement and determination as it
applies to my daughter, Jane Doe. I am not asking that the privacy rights of any
other student being treated at your facility be violated.

1 276. Ms. Sweidy received no response from SRA.

2 277. On March 19, 2020, at 1:35 p.m., Ms. Sweidy received a call from SRA’s Nurse
3 Amie Schleeter who informed Ms. Sweidy that Jane Doe was ill, with symptoms that
4 included white patches on the back of her throat and pain.

5 278. Nurse Schleeter informed Ms. Sweidy that Nurse Schleeter would be taking Jane
6 Doe to “the doctor” tomorrow.

7 279. Ms. Sweidy pressed for details. Ms. Sweidy was told the following:

8 Who: Linda Nelson
9 Where: Malin Medical
When: 10:45 AM

10 280. Nurse Schleeter indicated that she would call Ms. Sweidy with an update after the
11 appointment. The entire telephone call lasted three minutes, 24 seconds.

12 281. Ms. Sweidy immediately researched the information she was given by Nurse
13 Schleeter. Linda Nelson is not a doctor. Linda Nelson is a “FNP.” Ms. Sweidy had
14 reason to believe that Ms. Nelson was a Registered Nurse with an advanced practice
15 certificate.

16 282. Ms. Sweidy emailed Suzanne Courtney and Nurse Schleeter, indicating what she
17 had discovered and stating:

18 This facility does not meet my requirements for medical care for my daughter.

19 ...

20 Here is the link to Jane Doe’s lifelong pediatrician, as well as that of her older
21 sister...Kindly locate a medical provider with a comparable level of education,
22 training, expertise and licensing for Jane Doe to visit. When you have located
such an individual, kindly call me with the new contact and appointment
information.

23 283. Ms. Sweidy then followed up with another email that stated:

24 I am hereby requesting that Jane Doe be tested for the Coronavirus (COVID-19). I
25 want all results and records sent to me directly, by the health care provider,
immediately upon availability.

26 Furthermore, I want to be on the telephone speaking to the health care provider
27 when Jane Doe is being seen.

28 These symptoms could indicate that she has COVID-19.

1 284. Suzanne Courtney responded within minutes:

2 We are not able to dictate the need for testing for COVID-19. We will need to
3 allow the physician to indicate the need for that test or not. Jane Doe does not
4 have a fever. We will keep you posted as we search for a physician. We will
5 certainly make results available to you.

6 285. Ms. Sweidy persisted, responding immediately to Suzanne Courtney and Nurse
7 Schleeter, adding Mr. Stata and Mara Allard, Attorney at Law, to the email:

8 1) I need to speak to my daughter about her medical symptoms now. She is to be
9 given privacy to speak to me, her mother, about her medical needs;

10 2) When Jane Doe is in the doctor's office, I need to be on the telephone during
11 the call;

12 3) I will inquire of the doctor whether COVID-19 testing is appropriate; and

13 4) As Jane Doe's mother, I want all test results and records sent directly to me
14 from the medical provider.

15 The fact that you do not have or do not know of a properly trained physician as
16 part of SRA's treatment team is of grave concern. This was undisclosed to me at
17 the time of signing your contract.

18 286. At 7:24 AM, on March 20, 2020, Nurse Schleeter replied:

19 At this time, Jane Doe has two appointments with two different health care
20 professionals-one is at the local clinic with Linda Nelson, NP that we routinely take
21 the students to and is known to SRA and students. I also called a pediatrician's
22 office in Anthem, AZ and was able to get an appointment for 11:00 a.m at Anthem
23 Angel Pediatrics with Lauri Deublein, NP. I also phoned Jane Doe's home
24 pediatrician, thank you for providing that number, but they had closed at noon
25 yesterday and I left a voicemail asking if they had any suggestions or tele-med
26 possibilities. Jane Doe isn't experiencing acute distress, does not have a cough,
27 shortness of breath or fever. She has the white patches and a sore throat, and as we
28 do feel it warranted medical attention, these are the options we have thus far.
Please let us know how you would like to proceed. Thank you.

29 287. Ms. Sweidy responded:

30 The Court, in its Ex Parte Order, never contemplated the actions that Spring Ridge
31 Academy has taken against me and, recently, against all Spring Ridge Academy
32 parents.

33 I am revoking any and all permission that I gave to Spring Ridge Academy to seek
34 medical care for my daughter without my permission and involvement.

35 Nurse Deublein does not meet my requirements for medical care for my daughter.
36 Nurse Deublein's credentials are not appreciably different from the first option you
37 proposed.
38

1 Because Jane Doe needs immediate medical attention, I am agreeing that Jane Doe
2 can be treated at 11:00 a.m. at Anthem Angel Pediatrics as proposed with my
presence on the telephone during her appointment.

3 Additionally, I am insisting that I be allowed to speak to Jane Doe directly about
4 her health.

5 Clearly, Spring Ridge Academy does not have the ability to care for Jane Doe
6 during a global pandemic. SRA's remote location is only part of the problem,
exacerbated by lack proper relationships and procedures in place to provide proper
medical care to Jane Doe under even ordinary circumstances.

7 I am willing and able to come now by plane or car to pick Jane Doe up and bring
8 her home to properly treat her (with qualified medical professionals) and isolate
her in my home.

9 You are placing the entire Spring Ridge Academy community at great risk by the
10 positions that you have taken. You are not prepared to protect these minors under
the conditions that we are experiencing, that of a global pandemic.

11 288. Suzanne Courtney responded:

12 You should anticipate hearing from Nurse Schleeter by phone while at the
13 appointment for you to have the opportunity to connect with the provider. She will
14 call both parents on their cell numbers. They are heading off campus in the next
few minutes. Upon her return to campus Kelly and Jane Doe will call you Ms.
Sweidy.

15 We will make arrangements for Jane Doe in accordance with court Orders noting
16 that Jane Doe may be discharged with written consent of both parents or a court
order.

17 289. Ms. Sweidy and Mr. Stata were on a telephone call while Jane Doe was being seen
18 at Anthem Angel Pediatrics.

19 290. Ms. Sweidy never received any written medical results, neither from Anthem
20 Angel Pediatrics nor from SRA.

21 291. At approximately 1:38 p.m. that same day (March 20), Ms. Sweidy received a call
22 from SRA Community Life Director, Kelly Rudolf. Ms. Rudolf conducted a supervised
23 telephone call between Jane Doe and Ms. Sweidy for approximately 22 minutes. This
24 was the first telephone call Ms. Sweidy had with Jane Doe since Jane Doe was returned
25 by Court Order to SRA on February 12, 2020, more than five weeks before.

26 292. During that call, Jane Doe was chatting, as she and her mother do. Jane Doe said to
27 her mother, "Mama, I miss you" and "Mama, it's so good to hear your voice" and
28 "Mama, I love you." While chatting, Jane Doe said that her class schedule had been

1 changed by the Principal so that she “wouldn’t get bored during the extra six months.”

2 Ms. Sweidy was taken aback and said, “What? Your school schedule was changed and

3 your graduation delayed without my knowledge.” Terror gripped Jane Doe’s voice as she

4 quickly responded, “Let’s change the subject. I just want to talk about happy things.”

5 293. Jane Doe was very afraid. As her mother, Ms. Sweidy knew that Jane Doe was

6 afraid because her call was being monitored by Kelly Rudolf, who was reporting back to

7 those in authority at SRA. Ms. Sweidy had never before heard Jane Doe speak from this

8 type of fear. Ms. Sweidy knew that Jane Doe is being manipulated, coerced and abused

9 by SRA.

10 294. After the call concluded, Ms. Sweidy wrote to Principal Justin Zych, attaching

11 Jane Doe’s Class Schedule as of January 24, 2020, asking whether Jane Doe’s class

12 schedule had been changed, what it had been changed to and whether Principal Zych had

13 indicated to Jane Doe his intention that she not graduate at the end of the semester.

14 Principal Zych has never responded.

15 295. Any and all changes to Jane Doe’s Academic Schedule had been made without

16 Ms. Sweidy’s knowledge and/or approval.

17 296. On March 23, 2020, Ms. Sweidy emailed Suzanne Courtney as follows:

18 Attached please find my Rescission of Consent for Psychiatric Services for Jane
19 Doe.

20 This document has also been faxed directly to Dr. Patel’s office at 602-795-9984.

21 297. On December 13, 2019, during intake, Kate Deily had induced Ms. Sweidy to sign

22 a document entitled, “CONSENT TO TREAT - Dr. Shaili Patel, MD, Spring Ridge

23 Academy - Contract Psychiatrist PSYCHIATRIC SERVICES,” despite Ms. Sweidy’s

24 better judgment.

25 298. Unlike the remaining documents that were provided in advance so that Ms. Sweidy

26 could read and digest them carefully, both the Psychiatric Consent to Treat and the

27 Consent to Treat/Veronica Borges were presented to Ms. Sweidy for signature by Kate

28 Deily on December 13, 2019, during the rushed commotion of admitting Jane Doe to

1 SRA.

2 299. Given the facts and circumstances, both prior and subsequent, this was intentional
3 by SRA to mislead and defraud Ms. Sweidy.

4 300. At the time, Ms. Sweidy stated to Ms. Deily that Jane Doe was not on medication.
5 Ms. Sweidy understood that one of SRA's goals was to have students taken off
6 medication entirely, or at least reduced, if at all possible. Therefore, Ms. Sweidy did not
7 understand why SRA was insisting that Jane Doe be tested to be placed on medication.

8 301. Ms. Deily stated that Jane Doe's field therapist at Outback had recommended this,
9 though Ms. Sweidy had no knowledge of this recommendation. Ms. Sweidy was taken
10 aback, but she did not want to appear uncooperative or resistant to treatment.

11 302. Therefore, on March 23, 2020, based on what Ms. Sweidy now knew, in order to
12 protect Jane Doe, Ms. Sweidy rescinded her consent for Jane Doe to see SRA's contract
13 psychiatrist. And just in case SRA failed to communicate this rescission to Dr. Patel,
14 whose office was listed as being in Scottsdale, Arizona, Ms. Sweidy faxed a copy of her
15 rescission directly to the office of Dr. Patel, who surely would have liability concerns (if
16 not ethical concerns) about treating Jane Doe against her mother's express instructions.

17 303. Additionally, Ms. Sweidy left a detailed voicemail at Dr. Patel's office indicating
18 that Ms. Sweidy had just faxed a rescission for Jane Doe to Dr. Patel.

19 304. The isolation of the students continued.

20 305. Within 30 minutes of Ms. Sweidy's above rescission, Erin Smith sent a March 23,
21 2020, email to parents that read, in part:

22 As is typical for a campus our size, students will from time-to-time fall ill. This
23 weekend we did have a couple of students who felt ill with differing symptoms.
24 We immediately followed our illness protocol, including consulting with local
25 healthcare providers. By today, these students are feeling much better and no
26 longer having a fever. If we were to have a confirmed case of COVID-19, you
27 would know immediately.

28 Some of our employees are immunocompromised and will remain off campus for a
period of time. They will be doing work off-campus if possible and as necessary.
Our staff is excited to be working, admissions is busy, and our virtual tours have
been successful.
We are taking a few additional precautions at this time:

- 1 ● Our April graduation is postponed. We will work with these families to
- 2 find a time for a transition ceremony.
- 3 ● We are canceling all April on campus, area and home visits. This will not
- 4 affect your family's progress and we will work with you, your daughter and
- 5 all treatment needs.
- 6 ● We have prepared an off-site quarantine in case we do have students with
- 7 COVID-19 cases.
- 8 ● We have a dorm room ready for immediate student separation and medical
- 9 assessment.
- 10 ● We are limiting large groups of students gathering.

11 It is important to understand that we are not a testing site for COVID-19. We will

12 triage any illness and consult with local medical professionals for next steps. Only

13 a medical professional can determine if a student will be tested for COVID-19.

14

15 306. Rather than return the children to their parents in the pandemic that impacted their

16 own community, SRA canceled all visits and insisted on keeping the children away from

17 their families.

18 307. On March 19, 2020, Suzanne Courtney had already informed Ms. Sweidy that

19 there were no physicians available and that only a physician could order COVID testing.

20 308. Furthermore, Suzanne Courtney went on to state, "Jane Doe does not have a

21 fever."

22 309. As history has demonstrated, fever is often not a symptom. As history has further

23 demonstrated, many individuals, including many teenagers, are asymptomatic carriers.

24 310. Because SRA and all its representatives do not live in an ethical, reality-based

25 world where they are acutely aware of what they know and what they do not know, this is

26 the logical end result.

27 311. SRA believes that it has the capability, much less the right, to keep students safe

28 during a Global Pandemic.

312. This is dangerous hubris.

313. On March 27, 2020, at 4:08 p.m., Ms. Sweidy received an email from Veronica

Borges, Jane Doe's unlicensed therapist, and an updated class schedule, showing that

SRA, without Ms. Sweidy's knowledge or approval, dropped Jane Doe from Calculus and

added her to Algebra II, a course that Jane Doe had completed successfully in 10th grade.

314. Jane Doe was enrolled in SRA as a high school senior with a class schedule that

1 included AP Calculus.

2 315. Here is Ms. Borges's communication:

3 Jane Doe has settled back into the community. She has struggled with some
4 anxiety regarding feeling insecure about if she will remain at SRA. In therapy she
5 is actively participating and curious about her process. Jane Doe and her father are
6 invested in developing a healthy, functional relationship through regular family
7 therapy.

8 Due to the current restrictions placed on everyone with the COVID-19 virus many
9 students are not able to have the normal visits with family. Jane Doe has been
10 appropriately upset by this but accepts it with maturity and insight. Her
11 Community Life Director has made it possible for her to have video visits with
12 family.

13 Kimberly requested a call with Jane Doe to check in on her daughter's well-being
14 since she was worried with the spread of COVID-19. Jane Doe updated her mother
15 about her physical health, academics, therapy work, and how she was getting along
16 with her peers. Kimberly began questioning Jane Doe about when she would be
17 complete with her high school credits, and Jane Doe perceived this inquiry as her
18 mother encouraging her to leave the program as soon as those credits were
19 complete. Jane Doe promptly set a boundary with her mother and asked that they
20 not discuss the topic of future plans. The rest of the call went smoothly.

21 Jane Doe and her dad have dived into their family sessions exhibiting healthy risk
22 taking that is contributing to improved communication. They show up prepared
23 and open to tackle difficult emotional topics. The result is they are more vulnerable
24 with each other and Jane Doe is exhibiting more vulnerability overall.

25 Overall, Jane Doe is progressing positively in the program. She is learning how to
26 both express and regulate her emotions in a healthy way, has developed a plan to
27 stop, or at least limit her cursing habits, currently looking at the positive and
28 negative ways she develops relationships, has made friends, and is developing a
29 more appropriate relationship with her academics.

30 Veronica Borges, MA, BHT

31 --Digitally Signed: 03/27/2020 04:08 pm: Admissions Director Suzie Courtney

32 316. Ms. Borges continues with SRA's self-serving and false narrative, as well as
33 evading the fact that Jane Doe's anxiety about whether she is staying at SRA is the
34 natural and logical consequence of SRA violating the law and ethics by involving itself in
35 the Sweidy Stata Divorce, aligning itself with her father against her mother for financial
36 gain and forcing Jane Doe's return to SRA by Ex Parte Court Order. One can only
37 imagine what Jane Doe's anxiety would have been had she known that SRA had violated
38 Jane Doe's rights to privacy by disclosing the confidential admission application that Mr.
39 Stata attached to his Ex Parte Motion.

40 317. These actions are in violation of SRA's own Parent Manual and
41 Separated/Divorced Parents Agreement. A true and correct copy of the

1 Separated/Divorced Parents Agreement is attached as Exhibit “D.”

2 318. Ms. Borges discusses Mr. Stata, extolling his obedience, misuses the therapeutic
3 concept of “boundaries” and opines on a conversation that she did not hear. This is an
4 example of Ms. Borges’s incompetence (and lack of ethics) as a therapist, and certainly
5 explains why Ms. Borges was never able to advance past Associate Licensed Marriage
6 and Family Therapist in California to become a Licensed Marriage and Family Therapist,
7 despite having spent over eight years attempting to do so.

8 319. The sole purpose of this “therapeutic report” is to support Mr. Stata’s Family Law
9 Case, and it is used as “evidence” by Mr. Stata against Ms. Sweidy in the upcoming
10 Family Law hearing on April 7, 2020.

11 320. This is the only “therapeutic report” that Ms. Sweidy ever received.

12 321. On April 3, 2020, Community Life Director Kelly Rudolf wrote to Ms. Sweidy as
13 follows:

14 I hope all is well! Jane Doe has expressed that she would like to resume contact
15 with you and have calls bimonthly. I will be facilitating and monitoring these calls.
16 I have some availability this Saturday (4/4) at 10:30am, 11:00am, 11:30am, or
4:30pm (all in PST). Please let me know if any of these times work. If not, we can
figure out another time.

17 322. SRA continued its ruse that contact between Ms. Sweidy and Jane Doe had been
18 cut off by Jane Doe, rather than SRA.

19 323. Ms. Sweidy knew she was being set up again. Therefore, she responded, in part,
20 as follows:

21 4) I will not allow you to further weaponize and abuse Jane Doe in your abhorrent
22 pursuit of the almighty dollar at the expense of all that is righteous and good. You
write, “Jane Doe has expressed that she would like to resume contact with you and
23 have calls bimonthly.” Who is having these conversations with Jane Doe? Surely
not me, because SRA has cut off all contact. Is Jane Doe being told that she is
24 “running this dog and pony show?” What “evidence-based modality” advocates
that? Your implication that I somehow harmed Jane Doe and that you are setting
25 up these constraints and conditions for her protection is defamatory.

26 In truth, Jane Doe is being forced to perform for you, knowing that anything she
says or does can and will be the basis for criticism, berating, humiliation, shaming
27 and punishment (list not exhaustive). As a real mother and an actual adult, I will
not enable you in your abuse of Jane Doe. And I will not provide you with another
28 opportunity to create a false narrative, just as Veronica Borges did after the one
and only conversation I have had with Jane Doe since she was forced by Court

1 Order to return to SRA (page 98 of Mr. Stata’s Declaration attached).

2 Here is what I said in my Declaration about Ms. Borges’s propaganda piece
3 masquerading as a therapeutic update on my conversation with Jane Doe,
4 monitored only by Kelly Rudolf (to my knowledge):

5 “Again, this is a violation of SRA’s policies as outlined in Exhibit C. [SRA’s own
6 Separated/Divorced Parents Agreement] Ms. Borges discusses Father in her email
7 to me, extolling his obedience, misuses the therapeutic concept of ‘boundaries’ and
8 opines on a conversation that she did not hear. This is an example of Ms. Borges’s
9 incompetence (and lack of ethics) as a therapist, and certainly explains why Ms.
10 Borges was never able to advance past Associate Licensed Marriage and Family
11 Therapist in California to become a Licensed Marriage and Family Therapist,
12 despite having spent over eight years attempting to do so;” and

13 5) I will now demonstrate the proper use of the therapeutic concept of boundaries.

14 No. I will not be participating in this charade.

15 My job as a parent is to role model healthy and appropriate boundaries for my
16 child (and everyone). My job as a parent is to see the Big Picture and the Long
17 Term Consequences, putting my child’s health and well being as my first priority.
18 When doing this properly, I will also be serving my own rational, self-interest,
19 because my hopes for myself and my child (and every person on the planet) are not
20 at odds.

21 You see, I played the Black/Red game 32 years ago. And that was the day I
22 realized not only had I already embraced the concept of Win/Win, but that
23 Win/Lose had horrible short term and long term consequences.

24 I am voting Black. That is My Journey. Jane Doe knows I love her. I am not
25 agreeing to your illegal and unethical stipulations and constraints. I am not
26 agreeing to your continued abuse of Jane Doe.

27 Here is what I am willing to do. I challenge you to engage in the following
28 exercise, both as a demonstration of the depth of my commitment to Jane Doe and
an acknowledgement to Jane Doe that I have received her alleged request:

Ask Jane Doe the following question, “Jane Doe, is your mother willing to live for
you?”

She will tell you, “No.”

Then ask, “Jane Doe, is your mother willing to die for you?”

She will tell you, “Yes.”

That is the beauty of Voting Black. And remember, Voting Red has serious short
term and long term consequences.

Attached you will find one of the many poems that I wrote for Jane Doe while she
was at Outback, You’re Already There. I am requesting that you print it out and
give it to her. Nothing more needs to be said.

324. During this same time, on April 2, 2020, Mr. Stata’s Family Law attorneys served
Ms. Sweidy with a “Declaration of Dr. Mark Burdick,” Mr. Stata’s “expert psychologist.”

1 325. In his Declaration, Dr. Burdick stated (and Ms. Sweidy and her co-counsel
2 learned) that Dr. Burdick had spoken to SRA representatives Suzanne Courtney, Erin
3 Smith, Leslie Filsinger and Kate Deily about Jane Doe, Mr. Stata and/or Ms. Sweidy.

4 326. Dr. Burdick also gave a professional opinion on Jane Doe while, admittedly, never
5 having met or spoken to her.

6 327. Dr. Burdick “rebutted” the concerns that Ms. Sweidy had raised in her own
7 Declaration, which were based on her own personal knowledge and experience.

8 328. Dr. Burdick stated, “I am familiar since its beginning with Spring Ridge Academy
9 (“SRA”) in having placed students and worked with their families.”

10 329. Mr. Stata hired Dr. Mark Burdick, an educational consultant who makes money off
11 recommending that parents send their children to Spring Ridge Academy (and other TTI
12 schools), as his “expert psychologist.”

13 330. That is not a psychological expert in a Family Law case. That is a Marketing
14 Manger for SRA. And Dr. Burdick’s entire Declaration reads as though it is an SRA
15 Marketing Brochure.

16 331. Dr. Burdick’s Declaration makes the following allegations (while stating that the
17 information was obtained almost exclusively from SRA employees), all of which are false
18 (or misleading):

19 ● SRA, [sic] is an accredited college preparatory school and falls under the
20 jurisdiction of the Western Association of Schools & Colleges (WASC) the same
as those in the State of California.

21 ● SRA is a member of other accreditation bodies besides WASC (Western
22 Association of
Schools & Colleges).

23 ● Spring Ridge Academy is a long-standing member of NATSAP (National
24 Association of Therapeutic Schools and Programs), an association that holds
stringent requirements for accreditation in the world of therapeutic school and
25 program.

26 ● In my investigation, I have never known SRA to shut down even temporarily
27 due to a licensure issue. SRA is licensed by the Arizona Department of Health
Services, Behavioral Health Division as a residential treatment facility and
intensive outpatient facility (IOP) per Arizona Administrative Code. This is
28 verified in my discussions with Dr. Erin Smith, Director of Operational Excellence
for SRA. In my interview with administrator Suzie Courtney on March 24th, she

1 has no knowledge of any violations of business, health or education code by the
2 State of Arizona as addressed by student manual.

3 332. In fact, SRA is not a member of WASC. NATSAP is not an accreditation body.
4 Rather, NATSAP is a trade organization run by TTI program owners, for TTI program
5 owners. And a search of the on-line database for the Arizona Department of Health
6 Services easily reveals a number of documented SRA citations.

7 333. From the Breaking Code Silence YouTube channel:

8 The Disability Law Center of Utah serves as Utah's official protection and
9 advocacy organization. The designation comes from the governor and enables the
10 center to receive federal funding and equips it with special investigative powers.
11 In early October 2020, the Disability Law Center of Utah announced that they
12 were launching an investigation into the Troubled Teen Industry. Megan Stokes,
13 the director of NATSAP, held a meeting with their member programs after that
14 announcement in October 2020.

15 A recording of that meeting was sent anonymously to Breaking Code Silence. The
16 following audio are excerpts from that meeting.

17 [https://www.youtube.com/watch?v=akgy3IAPbEU&feature=youtu.be&fbclid=Iw](https://www.youtube.com/watch?v=akgy3IAPbEU&feature=youtu.be&fbclid=IwAR1-PVZKs2i0byTkUAeIBKt7RbFyHRzFkWB4vqB8h01tP4A6D_uoY60qX7Q)
18 [AR1-PVZKs2i0byTkUAeIBKt7RbFyHRzFkWB4vqB8h01tP4A6D_uoY60qX7Q](https://www.youtube.com/watch?v=akgy3IAPbEU&feature=youtu.be&fbclid=IwAR1-PVZKs2i0byTkUAeIBKt7RbFyHRzFkWB4vqB8h01tP4A6D_uoY60qX7Q)

19 334. The phone call clearly indicates that NATSAP is an advocate for the TTI industry,
20 including Megan Stokes advising NATSAP members on the phone call:

21 With the DLC being active, I would ask that if people do have any questions about
22 this to call me. Or, um, call my cell. Call the home office. Let's not email. Uh.
23 That is something that would be discoverable if things go to court. If you want to
24 talk to your licenser or got a good relationship with them, give them a call too.
25 Don't put it in an email.

26 335. Public records demonstrate that SRA has been cited for violating multiple health
27 and safety code licensing regulations governing behavioral treatment facilities contained
28 in Title 9. Health Services Chapter 10. Department of Health Services Health Care
Institutions: Licensing Article 7. Behavioral Health Residential Facilities, with the most
recent violation date being December 2019.

336. In November 2019, SRA was the subject of a state investigation generated from a
local hospital for failing to supervise a student with a history of self-harm who cut herself
with a knife she acquired at a group event.

337. The state investigator issued multiple citations and found two of two allegations to

1 be substantiated.

2 338. SRA has been cited in 2017 and 2019 for multiple violations including failures
3 with supervision of students, failures to have proper medical staff supervision of
4 administration of medication, failure to have a disaster plan, failure to have proper
5 records and failure to notice consumers how to make an appeal.

6 339. SRA did not disclose the violations to Ms. Sweidy.

7 340. SRA conspired with Mr. Stata, its customer, and Dr. Mark Burdick, its long-time
8 customer, to defraud and mislead the California Family Law Court in the Sweidy Stata
9 Case.

10 341. Ms. Sweidy immediately obtained a Declaration from her expert psychologist
11 opining on Dr. Burdick's ethical (not factual) violations, as well as research that
12 concluded that Post Induction Therapy is not evidence-based.

13 342. On April 4, 2020, located 36.5 miles from SRA, Mingus Mountain Academy, a
14 residential treatment center for adolescent girls, reported an outbreak of COVID-19.

15 343. By May 13, 2020, Mingus Mountain Academy reported 84 out of 141 of its
16 students had tested positive for COVID-19. Twenty staff members had also tested
17 positive.

18 344. The most recent data shows that Mingus Mountain Academy had 123 cases total
19 test positive for COVID-19.

20 345. On April 7, 2020, Ms. Sweidy emailed Suzanne Courtney, Brandon Courtney, Erin
21 Smith, Leslie Filsinger and Justin Zych as follows:

22 Representatives of Spring Ridge Academy,

23 My attorneys are copied here.

24 I am directing you to Cease and Desist discussing Jane Doe with any person other
25 than her father and those persons authorized by me or Court Order.

26 I am informed that you and your employees have been discussing Jane Doe with
27 Dr. Mark Burdick, in violation of the law and ethics.

28 Your continued outrageous conduct will have serious consequences, to the extent
 allowed by law.

1 346. SRA did not Cease and Desist.

2 347. Mr. Stata’s counsel “testified” that, immediately before the June 18, 2020, hearing,
3 Dr. Burdick had again obtained information regarding Jane Doe from SRA.

4 348. Again, the information Dr. Burdick obtained was false—an allegation that the
5 number of classes that Jane Doe needed to graduate was now “two,” rather than “five.”

6 349. On April 7, 2020, the Family Law Judge conducted a brief “hearing” via
7 Telephone Conference Call during the COVID-19 Global Pandemic.

8 350. Ms. Sweidy brought to the Judge’s attention that SRA had cut off all contact
9 between SRA and Jane Doe. The Judge clearly and unequivocally rejected SRA’s
10 interpretation of the Judge’s previous Order by stating, in his new Order:

11 2. Respondent/Mother shall have the same ability to have access to the minor at
12 SRA as
13 Petitioner/Father has, including through phone calls and Visits. Mother shall be
14 given the same information as Father with respect to updates on the minor’s
15 medical condition. Any information SRA gives to Father regarding the minor shall
16 be given to Mother, as well. Both parents shall be informed by SRA as to any
17 change in the minor’s medical condition. Both parents shall be informed
18 immediately by SRA of any concerns with respect to the minor’s health care. If
19 either parent believes that the minor is not receiving proper medical attention at
20 SRA or that there is a danger to the minor’s health, he or she may bring a further
21 ex parte Request for Order.

22 3. Both parents shall have the same rights but also the same responsibilities with
23 respect
24 to the minor’s placement at SRA. Both parents shall follow SRA’s protocols as to
25 how parents are to contact children. Both parents shall follow SRA’S policies and
26 procedures.

27 4. Both parents shall have equal access to the minor’s records at SRA.

28 351. Despite the Judge’s clear intentions, SRA continued its illegal and unethical
behavior, refusing Ms. Sweidy access to Jane Doe.

352. However, Ms. Sweidy was now allowed limited but unmonitored telephone access
to Jane Doe starting April 11, 2020.

353. Ms. Sweidy continued her investigative efforts on SRA and the TTI.

354. SRA never provided Ms. Sweidy with an industry standard Academic Calendar.

355. On April 7, 2020, four months after Jane Doe’s enrollment, Ms. Sweidy requested
one. On April 9, 2020, one was provided to Ms. Sweidy. That was when Ms. Sweidy

1 learned that SRA has only two semesters per school year: July to December and January
2 to June, with no summer breaks or regular holidays. A true and correct copy of the SRA
3 Academic Calendar is attached as Exhibit “E.”

4 356. The orange days are the monthly parental visits. Ms. Sweidy also learned that the
5 2019-2020 Third Quarter ended on March 27, 2020, ten days before the Court hearing on
6 April 7, 2020, but no Progress Report or Quarter Report Card was timely delivered (or
7 Academic information of any kind).

8 357. On April 13, 2020, Ms. Sweidy requested a Quarter Report Card, which was
9 delivered to her on April 14, 2020. It was replete with Incompletes, No Grades and
10 Comments which are all identical, verbatim, to past Report Cards throughout the years.

11 358. SRA did not timely deliver this Quarter Report Card because doing so would have
12 refuted Mr. Stata’s false allegations to the Family Law Court in his Declaration of April
13 1, 2020, “she [Jane Doe] is doing well for first time in years academically, socially and
14 emotionally.”

15 359. SRA conspired with Mr. Stata to conceal the actual facts from Ms. Sweidy and the
16 Family Law Court, for its own financial gain of \$9,000 monthly.

17 360. On May 18, 2020, Ms. Sweidy emailed SRA the following:

18 According to Spring Ridge Academy’s Academic Calendar, SRA is seven weeks
19 into the 12 weeks (plus two days) of the Fourth Quarter. Kindly provide me with
20 Jane Doe’s accurate, thorough and up-to-date Progress Report for the Quarter and
Semester, as there are only five weeks left. Academic Reports should be
automatically provided to parents, at regular intervals. That has not occurred.

21 361. On May 21, 2020, an Academic Progress Report was delivered to Ms. Sweidy.
22 Jane Doe’s four “A”s are in PE and Health (both unneeded repeats), Algebra II (already
23 completed in 10th Grade with a passing cumulative grade) and Art. Jane Doe had a “B” in
24 Economics (a new course) and Incompletes in English and Physics, the two substantive
25 courses (in addition to Economics), both of which are repeats.

26 362. The Progress Report contains comments allegedly made by Jane Doe to teachers
27 that are identical to past claims that Jane Doe has made to parents, teachers and
28 administrators, some true and some that turned out to be a false narrative (e.g., allegedly

1 hoarding homework).

2 363. Incompletes at that point were unacceptable. Ms. Sweidy needed facts. Within
3 minutes, Ms. Sweidy replied with an email that included this statement:

4 I require an immediate grade from both the Mr. Smith (English) and Ms. Hansen
5 (Physics). I require a list of all missing assignments, as well as a complete
6 reporting of all grades earned on all assignments, tests and class participation. In
7 addition, I require evidence of Ms. Hansen’s education as well as her Arizona
8 teaching certification, as requested, without reply, on March 31, 2020.

9 ...

10 I expect immediate attention to my above requirements so that I can have proper
11 insight into Jane Doe’s Academic Progress, without surprise on June 24, 2020.

12 364. SRA did not respond. Ms. Sweidy had no evidence about the content and the
13 quality of Jane Doe’s academic performance at SRA. Ms. Sweidy had no evidence that
14 any grade was legitimate. Despite repeated requests, Ms. Sweidy had no access to any of
15 Jane Doe’s SRA academic records.

16 365. Ms. Sweidy received only one Monthly Progress Report on May 5, 2020. Filled
17 with platitudes, bromides and meaningless jargon, it contained the same false narrative
18 that Jane Doe was adeptly reciting prior to Outback. A claim that Jane Doe does not cry
19 often and regularly, including when being held accountable for her actions, was
20 fabricated. With Ms. Sweidy, Jane Doe was misusing the concept of “boundaries” as a
21 weapon to avoid answering questions about her schoolwork.

22 366. The use of SRA’s non-evidence-based therapy was encouraging Jane Doe to
23 engage in non-reality based thinking, also known as magical thinking. That had been a
24 lifelong challenge for Jane Doe.

25 367. Despite repeated requests, Ms. Sweidy had no access to any of Jane Doe’s SRA
26 therapeutic records.

27 368. On May 14, 2020, Jane Doe called Ms. Sweidy to “feel her out” prior to Jane
28 Doe’s conversation with the representative from Family Court Services (hereinafter
“FCS”), which was to occur the next day. This timing was completely consistent with
Jane Doe’s history of manipulating adults to her advantage, particularly adults who do not

1 know her history, much less adults who do not have access to the Court-Appointed
2 Expert's Confidential Custody Evaluation and Report and Update, which thoroughly
3 documented Jane Doe's patterns of behavior.

4 369. On May 14, 2020, Jane Doe recited a monologue to Ms. Sweidy that was neither
5 fact-based nor realistic. Jane Doe claimed that she has been living on her own for nine
6 months. She insisted that she is ready to move to Colorado upon leaving SRA on her
7 18th birthday. She stated that she planned to get an apartment and live with a girl she
8 knows who will be going to college in Colorado. She further stated that she planned to
9 get a job. She said she'll "figure everything out on her own." She "wants the right to
10 fail," but also stated that because her parents have means, she expects their financial
11 support in this "plan."

12 370. When Ms. Sweidy did not agree to Jane Doe's above plans and demands, the next
13 day, Jane Doe told the FCS representative that if she were to return home, she prefers to
14 live with Mr. Stata full-time. Mr. Stata is a person without rules or boundaries.

15 371. Mr. Stata allowed Jane Doe to drink alcohol and smoke marijuana on September
16 11, 2020, the night before Mr. Stata took Jane Doe to Outback. Therefore, Jane Doe's
17 stated wishes must be tempered by a respect for history and reality.

18 372. Jane Doe told the FCS representative that Ms. Sweidy is not an active participant
19 in her treatment at SRA and is not supportive of her engagement at SRA. Jane Doe also
20 told the FCS representative that she does not speak to her mom.

21 373. Because the FCS representative had absolutely no history of the case and no
22 context, there is no possibility that the FCS representative could have known or
23 understood what was actually occurring, including that SRA had cut off all contact
24 between Jane Doe and Ms. Sweidy.

25 374. The FCS representative had no way of knowing that, once SRA allowed Ms.
26 Sweidy unmonitored phone calls with Jane Doe that could not be weaponized in the
27 Family Law Court, Ms. Sweidy was, indeed, speaking to Jane Doe on the telephone and,
28 occasionally, on Zoom, if the connection allowed.

1 375. For Jane Doe to go from the institutional lock-down that is SRA, where Jane Doe
2 had to request permission to use the restroom, to being on her own, in Colorado or
3 elsewhere, would have been disastrous. This concern was exacerbated by the fact that,
4 while the world was in the COVID-19 Global Pandemic, SRA students were cut off from
5 contact with the outside world and isolated from this reality. This is the extremely
6 concerning situation that would have occurred if Jane Doe remained at SRA until her 18th
7 birthday.

8 376. SRA was not preparing Jane Doe for any aspect of real life, despite Jane Doe's
9 misguided beliefs due to SRA's brainwashing techniques. SRA was particularly not
10 preparing Jane Doe for real life in a COVID-19 Global Pandemic world. Jane Doe has no
11 access to television or internet. Jane Doe knew nothing of the world everyone had been
12 living in for the last 11 weeks.

13 377. The shock that Jane Doe would experience upon leaving SRA would be
14 significant, and she needed the parental support of both parents and her older sister to
15 make this important transition. Jane Doe does not do well with the usual rules. COVID-
16 19 Global Pandemic demands restrictions that would be extremely difficult for Jane Doe
17 to respect. She needed a transition period at home prior to leaving home at 18.

18 378. Despite Ms. Sweidy's repeated requests that SRA comply with the Court's Order
19 that Mr. Stata and Ms. Sweidy have the same contact, SRA did not respond to Ms.
20 Sweidy's or her co-counsel's written requests or inquiries.

21 379. Starting April 11, 2020, Ms. Sweidy was allowed one 20 minute weekly telephone
22 call (unmonitored). That day, Ms. Sweidy had an 18 minute phone call with Jane Doe.

23 380. On April 12, 2020, Jane Doe called Ms. Sweidy for five minutes on Easter.

24 381. On April 15, 2020, Ms. Sweidy allowed Jane Doe's older sister to take Ms.
25 Sweidy's time. (Jane Doe's older sister returned to California two days before.)

26 382. On April 22, 2020, Ms. Sweidy allowed Jane Doe's cousins to take Ms. Sweidy's
27 time.

28 383. On April 29, 2020, Ms. Sweidy and Jane Doe had a 26 minute telephone call.

- 1 384. On May 6, 2020, Ms. Sweidy and Jane Doe had a 27 minute telephone call.
- 2 385. On May 10, 2020, Jane Doe called Ms. Sweidy for five minutes on Mother's Day.
- 3 386. On May 13, 2020, Ms. Sweidy and Jane Doe used Zoom for the first time. The
4 call lasted 20 minutes.
- 5 387. On May 14, 2020, Ms. Sweidy attempted to use Zoom during her weekly time with
6 Jane Doe, but SRA's connection was so poor that Jane Doe's screen kept freezing. Ms.
7 Sweidy and Jane Doe returned to using the telephone. The entire interaction lasted 30
8 minutes, including technical difficulties.
- 9 388. On May 24, 2020, Ms. Sweidy and Jane Doe had a 45 minute telephone call.
- 10 389. On May 28, 2020, Jane Doe's older sister again took Ms. Sweidy's time to discuss
11 Jane Doe's concerning "future plans" and offer the alternative that Jane Doe live with
12 Jane Doe's older sister in at her college apartment after Jane Doe's graduation from high
13 school.
- 14 390. On May 31, 2020, Ms. Sweidy and Jane Doe had a 36 minute telephone call.
- 15 391. On June 2, 2020, Ms. Sweidy and Jane Doe had a 10 minute telephone call.
- 16 392. On Thursday, June 4, 2020, at 4:40 p.m., Jane Doe's older sister and Ms. Sweidy
17 participated in a 30 minute Zoom call with Jane Doe. The call was enjoyable, with joking
18 and laughing.
- 19 393. On Sunday, June 7, 2020, at 12:15 p.m., Ms. Sweidy called SRA for her regularly
20 scheduled now bi-weekly telephone call with Jane Doe. Amber, who Ms. Sweidy
21 understood to be an SRA employee, answered the telephone and informed Ms. Sweidy
22 that Jane Doe was participating in "Action" from Saturday through Tuesday. Amber said
23 that Jane Doe was supposed to have rescheduled Jane Doe's call with Ms. Sweidy.
24 Amber herself then rescheduled Ms. Sweidy's call with Jane Doe to Wednesday, June 10,
25 2020, at 12:40 p.m.
- 26 394. Ms. Sweidy immediately emailed Isa Berdugo, a past SRA student, to discuss
27 "Action."
- 28 395. On Monday, June 8, 2020, from 7:30 a.m. to 11:00 a.m. PDT (three and a half

1 hours), Isa Berdugo described to Ms. Sweidy in a telephone call the Action training and
2 answered Ms. Sweidy's questions and concerns, confirming that Action training was a
3 four-day intensive brainwashing experience utilizing Attack Therapy, which results in
4 serious long-term psychological damage to the students.

5 396. Furthermore, it is conducted by Brandon Courtney, SRA's co-owner and Program
6 Director, who has a B.A. in Political Science from Northern Arizona University. Mr.
7 Courtney is completely unqualified to be conducting four-day intensive "therapy"
8 sessions.

9 397. Isa Berdugo confirmed that I should expect serious emotional dysregulation from
10 Jane Doe following Action training.

11 398. The SRA Parent Manuel describes Action Workshop on Page 7 as follows:

12 "A three and one-half day seminar designed to create the opportunity for the
13 student to change non-working patterns of behavior into working patterns and to
experience a connection with, and love for, self."

14 399. Isa Berdugo wrote a Declaration for Ms. Sweidy's Family Law Case.

15 400. Isa Berdugo's Declaration and Exhibits clearly indicated that SRA's description
16 bears no resemblance to reality. Instead, Isa Berdugo's Declaration and Exhibits
17 demonstrated intrusive group exploration of personal issues such as sexuality and
18 document the use of confrontational language such as "Hug Your Demons Or They Will
19 Bite You In The Ass."

20 401. Ms. Sweidy's expert psychologist, in his Declaration filed with in the Family Law
21 Case on April 6, 2020, stated as follows:

22 "SRA uses 'Post Induction Therapy' as a core feature of the program. As of this
23 date, 'Post Induction Therapy' is not an evidence-based treatment method. In fact,
24 no research studies exist showing the efficacy of 'Post Induction Therapy' for any
purpose."

25 402. On June 10, 2020, at 9:58 a.m., Ms. Sweidy received an unscheduled telephone
26 call from Jane Doe the day after she completed Action training. Jane Doe claimed that
27 there was a mix-up and that she is supposed to be speaking to her father this afternoon,
28 not Ms. Sweidy. Ms. Sweidy explained to Jane Doe exactly how and why their 12:40

1 p.m. call had been scheduled by Amber.

2 403. Ms. Sweidy indicated that she would like to have their call, particularly because
3 Ms. Sweidy had not spoken to Jane Doe since June 4, 2020. Jane Doe refused, insisting
4 that Ms. Sweidy's scheduled time slot be given to Mr. Stata. Ms. Sweidy capitulated.
5 Ms. Sweidy confirmed that Ms. Sweidy would be speaking to Jane Doe at their regularly
6 scheduled times of Thursday, June 11, 2020, at 4:40 p.m. and Sunday, June 14, 2020, at
7 12:15 p.m.

8 404. On Thursday, June 11, 2020, at 4:43 p.m., Ms. Sweidy called Jane Doe. It took
9 Jane Doe six minutes to come to the telephone (out of a 20 minute telephone call).

10 405. Jane Doe asked Ms. Sweidy why Ms. Sweidy was calling, and Ms. Sweidy replied
11 that this was their regularly scheduled call, which had been scheduled by Jane Doe. Jane
12 Doe started arguing with Ms. Sweidy, claiming that their call was supposed to occur at
13 12:40 p.m., despite the fact that this call had occurred at 4:40 p.m. on May 14, had been
14 canceled by Jane Doe on May 21 (to attend an off-campus event in Prescott) and had
15 again occurred at 4:40 p.m. on May 28 and June 4, 2020. It was a recurring Thursday
16 appointment in Ms. Sweidy's Google Calendar. Furthermore, it had been confirmed by
17 Jane Doe the day before.

18 406. Ms. Sweidy re-directed the conversation to Jane Doe's Action training. As
19 predicted by Isa Berdugo, Jane Doe described it as "the most amazing, life-changing
20 experience of her life."

21 407. Ms. Sweidy asked Jane Doe what Jane Doe found the most helpful. Jane Doe
22 explained that "Stretches" were assigned. [Stretches are characters or roles.] Jane Doe
23 was assigned Jonathan Livingston Seagull. Jane Doe bragged about the fact that only a
24 few girls get this special character, as she described the ways in which her Stretch was
25 different from those of the other girls. Ms. Sweidy listened and made small talk, without
26 criticism.

27 408. Isa Berdugo described this reaction as a Post-Action High or a Treatment High,
28 very similar to a drug high. Evidence-based therapy results in a reflective, sobering mind

1 set, not a high. Only brainwashing results in a high. The feeling of euphoria solidifies
2 the brainwashing.

3 409. After Action training, the student feels “better than” the other girls on campus who
4 have not completed the Action training, particularly if the student was assigned a
5 “special” part. The student feels more privileged.

6 410. This is not healthy or appropriate. This is not progress. A four-day workshop does
7 not change one’s life. Change is an on-going, lifetime process. Change is actual hard
8 work in the real world.

9 411. Ms. Sweidy was extremely concerned that Jane Doe, a self-absorbed, entitled and
10 immature young person, was singled out for special treatment, despite the fact that Jane
11 Doe had not earned that special treatment any more than any of the other girls.

12 412. Jane Doe was made to feel “superior,” which is the exact opposite of what Jane
13 Doe needed, ethically and psychologically.

14 413. Jane Doe and all the girls should have been treated with equal respect and
15 consideration. This is not evidence-based therapy. This is SRA’s brainwashing,
16 specifically geared to create the maximum amount of conflict between Jane Doe’s father
17 and mother in their divorce.

18 414. As Ms. Sweidy listened without interrupting, Jane Doe then took the tone of a
19 lecture and started one of her frequent monologues.

20 415. Jane Doe stated that SRA had given her the space to think critically about her past,
21 outside the cycle they’ve [her family] been in her whole life. Jane Doe stated that she was
22 never allowed to be a child. Jane Doe stated that she was expected to be an adult. Jane
23 Doe stated, “At the end of the day, our childhood was just horrible, horrible beyond
24 belief.”

25 416. Jane Doe’s older sister calls this “viewing the world with charcoal-colored
26 glasses,” which is the opposite of rose-colored glasses.

27 417. Ms. Sweidy pointed out to Jane Doe that this was not a conversation, it was a
28 monologue.

1 418. Jane Doe then stated:

2 I don't want to have any more phone calls with you. I mean, you can call here, but
3 I'll decide if I come to the phone.

4 419. Ms. Sweidy replied:

5 Jane Doe, when you're ready to speak with me, I am always available. You can
6 call me when you're ready. I will always pick up a call originating from SRA.

7 420. Jane Doe hung up on Ms. Sweidy as Ms. Sweidy was speaking.

8 421. And that was that.

9 422. On Tuesday, June 9, 2020, Ms. Sweidy wrote to SRA requesting confirmation of
10 statements made by Mr. Stata in his Family Law Case Declaration dated June 7, 2020, as
11 well as again requesting that SRA comply with the Court Order requiring that Ms. Sweidy
12 have access to Jane Doe's records.

13 423. Ms. Sweidy received no response.

14 424. On Thursday, June 11, 2020, Ms. Sweidy's co-counsel, Mara Allard, again wrote
15 to SRA requesting the same information.

16 425. Ms. Sweidy and Ms. Allard received no response.

17 426. On Friday afternoon, June 12, 2020, Ms. Sweidy received a Note from Jane Doe's
18 Math Teacher, Ken Stubbe. It read as follows:

19 Jane Doe is showing much more connection to her academics. While she needed
20 close monitoring a few weeks ago, now she is checking in with me on her own and
updating me on her progress.

21 Her instructors validate what Jane Doe is telling me.

22 I see her executing her plan to have no incomplete marks on her report in a couple
23 weeks.

24 --Digitally Signed: 06/12/2020 02:11 pm: Math Teacher Ken Stubbe

25 427. Ms. Sweidy had no idea why Mr. Stubbe sent her this Note that says absolutely
26 nothing of value. It is not responsive to Ms. Sweidy's request or Ms. Allard's request. It
27 is not fact based. It does not comply with the Court Order.

28 428. Jane Doe was sent to Outback Therapeutic Expeditions followed by SRA for

1 discipline problems such as defiance of all authority, truancy and refusal to engage in
2 school and academics.

3 429. For Jane Doe’s entire life, a myriad of professionals have been hired to assist Jane
4 Doe academically, socially, emotionally, athletically, musically and linguistically.

5 430. Jane Doe has never reported a “trauma,” other than raised voices and exasperation
6 over her misbehavior, some of which was illegal.

7 431. Now that Jane Doe was at SRA, a program that focuses on alienating students
8 from parents (as well as outside therapists) who do not agree with SRA’s brainwashing
9 methodology, Jane Doe is alleging that she has experienced unspecified “trauma.”

10 432. This is an excellent example of a cognitive bias described by Abraham Maslow in
11 1966 as follows:

12 I suppose it is tempting, if the only tool you have is a hammer, to treat everything
13 as if it were a nail.

14 433. In fact, Ms. Sweidy raised this very issue with Kate Deily, Admissions Director,
15 during her Tour of SRA on December 2, 2019, and Ms. Deily assured Ms. Sweidy that
16 SRA uses many different methodologies, as appropriate.

17 434. This was a lie. SRA’s program is clearly “One Size Fits All,” or, in this case,
18 “One Trauma Fits All.”

19 435. Jane Doe was suffering irreparable harm, having regressed to the point she was at
20 before she went to Outback, but now armed with destructive brainwashing that will take
21 years of legitimate therapy to reverse.

22 436. SRA was systematically destroying Jane Doe’s bonds with the outside world, all
23 except for Mr. Stata, whose \$9,000 a month coupled with his blind, unquestioning and
24 non-critical devotion make him the “perfect” SRA parent.

25 437. This is unhealthy, inappropriate and abusive.

26 438. In the Family Law Case, Mr. Stata insisted that Jane Doe stay at SRA while
27 simultaneously stating that if Jane Doe was returned to California, she should reside with
28 him full-time.

1 439. Since March 13, 2020, SRA had suspended parental visits with students due to the
2 COVID-19 Global Pandemic. That continued.

3 440. According to SRA's Parent Manual and Contract, monthly parental visits and
4 familial bonding are an essential and critical component of SRA's program. Because
5 these have been suspended, the student brainwashing and alienation were even more
6 extreme than prior to lockdown.

7 441. Because parents could not visit during the pre-arranged monthly visits and the staff
8 was already scheduled to have this time off, there were no classes and the time was
9 wasted.

10 442. Ms. Sweidy knew she was not getting an accurate reporting from SRA, based on
11 SRA's documented duplicity. Furthermore, Jane Doe let slip during one telephone
12 conversation that "the teachers are scared and they are staying home and not coming to
13 school."

14 443. SRA's program was neutered. This unforeseen situation was unacceptable.

15 444. On May 19, 2020, SRA sent an email with the following statement:

16 If you would like to have an area visit, we currently have two options that you can
17 pursue:

- 18 1. Come to Arizona and quarantine for two weeks.
- 19 2. Come to Arizona, quarantine for 5-7 days, get a COVID-19 test, and
20 have the visit when it comes back negative.

21 445. This was completely impractical from every angle. It seemed unlikely that there
22 would be any parental visits with Jane Doe before she left SRA on her 18th birthday.

23 446. The Family Law Court Order states, "Both parents shall follow SRA's policies and
24 procedures." This proved impossible because SRA did not follow SRA's policies and
25 procedures.

26 447. On May 8, 2020, in email, Veronica Borges, Jane Doe's unlicensed SRA therapist,
27 asked for permission to add John Doe (a person unknown to Ms. Sweidy) to Jane Doe's
28 approved mailing list, which necessitated an email discussion. Here is Ms. Sweidy's
conclusion, after back and forth:

I do not give my permission for Jane Doe to write to John Doe (or anyone). It is a

1 violation of Spring Ridge Academy’s Parent Manual (attached) and all of Spring
2 Ridge Academy’s representations, claims and promises made when I signed Spring
3 Ridge Academy’s contract (which I rescinded when I removed Jane Doe from
Spring Ridge Academy on February 3, 2020). Writing to “friends,” with parent
approval, is a Phase IV privilege. It is my understanding that Jane Doe is Phase II.

4 Page One, Line 22 of the attached Court Order says, “Both parents shall follow
5 SRA’S policies and procedures.”

6 Your email request to me violates Spring Ridge Academy’s own policies and
7 procedures. I am under Court Order to follow SRA’s policies and procedures.
8 Therefore, I do not give my permission for Jane Doe to write to John Doe.

9 Kindly do not write to me again requesting that I violate Spring Ridge Academy’s
10 policies and procedures and the Court Order.

11 448. After one month of SRA’s refusal to comply with Ms. Sweidy’s requests that SRA
12 follow the Family Law Court Order, on May 12, 2020, Ms. Sweidy co-counsel, Ms. Mara
13 Allard, wrote to SRA’s Executive Director Suzanne Courtney. Among other issues,
14 including failure to grant Ms. Sweidy the same contact as Mr. Stata, Ms. Allard
15 questioned Jane Doe’s failure to move from Phase II to Phase III.

16 449. SRA has never responded to Ms. Allard. However, less than 24 hours later (May
17 13, 2020), Jane Doe informed Ms. Sweidy in their weekly phone call that Jane Doe “just
18 moved to Phase III today.” This was despite the fact that Ms. Sweidy had no evidence
19 that Jane Doe had met SRA’s criteria to move to Phase III.

20 450. Jane Doe also informed Ms. Sweidy that moving forward, she would be allowed
21 two weekly 20 minutes calls with Ms. Sweidy, which Jane Doe would schedule.

22 451. SRA never informed Ms. Sweidy of this alleged move from Phase II to Phase III.

23 452. Rather, on May 19, 2020, the day after Ms. Sweidy requested Jane Doe’s Progress
24 Report, Ms. Sweidy received an email from SRA with the Greeting, “Hello Parents of
25 Phase III students.”

26 453. The email requested Ms. Sweidy’s permission for Jane Doe to participate in a two
27 day, off-site event, with only two days notice before departure on May 21, 2020.

28 454. Ms. Sweidy responded the same day, questioning whether Jane Doe had met
SRA’s criteria for Phase III.

455. On May 21, 2020, at 3:11 p.m., Ms. Sweidy was informed via email that Jane

1 Doe's Progress Report had been posted to her account, and that Ms. Sweidy had 90
2 minutes to respond before departure to the off-site.

3 456. When the email was sent, Ms. Sweidy (who does not utilize a smart phone and
4 receives emails only on her home computer), was on a walk with Jane Doe's older sister,
5 so Ms. Sweidy did not receive the email.

6 457. Ms. Sweidy was informed via an hysterical, unscheduled call (to Ms. Sweidy's flip
7 phone that was on her person) from Jane Doe at 4:05 p.m., who could not explain to Ms.
8 Sweidy the discrepancy between Jane Doe's claims that she has all "A"s and "B"s and the
9 Progress Report that Ms. Sweidy immediately downloaded.

10 458. Ms. Sweidy responded to the school's email at 4:40 p.m., granting her permission,
11 despite the violation of SRA's own policies and procedures, because it was the lesser of
12 two evils.

13 459. SRA did not respond to Ms. Sweidy's inquiries.

14 460. SRA's Academic Calendar, sent to Ms. Sweidy on April 9, 2020, indicated that
15 Semester One of 2020-2021 starts on July 6, 2020, and ends on December 16, 2020,
16 without summer break.

17 461. Jane Doe's SRA Academic Plan, sent to Ms. Sweidy on April 6, 2020, and
18 prepared without consulting with Ms. Sweidy, indicated that Jane Doe would taking two
19 English classes, two Fine Arts classes and one elective during Semester One, all needed
20 to satisfy her high school graduation requirements. However, Jane Doe had repeatedly
21 indicated that she intended to leave SRA on October XX, 2020, her 18th birthday, two
22 months before the end of Semester One, 2020-2021.

23 462. Ms. Sweidy asked the Family Law Court to return Jane Doe to California on June
24 25, 2020, after Semester Two, 2019-2020, so Jane Doe could enroll in a personalized, on-
25 line course of study that allowed her to complete the remaining five semester courses
26 prior to her 18th birthday.

27 463. As Ms. Sweidy became more and more informed about SRA and the TTI, Ms.
28 Sweidy knew that she must do whatever she could to return Jane Doe to California.

1 464. In a “Hail Mary Play” that Ms. Sweidy will never regret, Ms. Sweidy offered to
2 give up all legal and physical custodial rights to Jane Doe if the Family Law Court would
3 order that Jane Doe be returned home from SRA to live with Mr. Stata. Ms. Sweidy
4 thereby eliminated all alleged parental conflict, regardless of its alleged origin.

5 465. Ms. Sweidy stated to the Family Law Court:

6 This Court has defacto given legal and physical custody of Jane Doe to SRA, a
7 school over which this Court has no jurisdiction in a state where this Court has no
8 jurisdiction. SRA has not complied with any aspect of the Court Order. Isa
9 Berdugo informed me that SRA has no respect for Court Orders because there
10 have never been any consequences to SRA for violating Court Orders, the law or
11 ethics. I have no access to any of Jane Doe’s records. I have no rights at all, much
12 less the same rights as Father. Without due process and ignoring the long,
thorough and detailed history of this case, my sole legal and physical custody of
Jane Doe were removed by this Court. I have been invalidated as a mother and a
person, without a single fact supporting this position and many contradicting it.
Jane Doe is suffering irreparable harm, having regressed to the point she was at
last fall, but now armed with destructive brainwashing that will take years of
legitimate therapy to reverse.

13 ...
14 As a mother, I will put Jane Doe’s Best Interests first, last and always. Because
15 this Court does not recognize my value as a mother or a person and because I have
16 no other option, I ask that Jane Doe be ordered to remain permanently in
17 California, with Father, when she visits [Father] on June 27, 2020. If the Court
18 grants my request, I will not contact Jane Doe before her 18th birthday on October
XX, 2020. Jane Doe is welcome to contact me at any time. I welcome the
opportunity to attend joint therapy with Jane Doe, if she desires. And I ask that the
Court order that Jane Doe and I be allowed to do so, without interference from or
approval of Father. The false allegation of “high conflict” can no longer be
brandished as a weapon, excuse or justification. I have gone No Contact with
Father. I will remain so.

19 466. On June 18, 2020, the Family Law Judge conducted a brief “hearing” via Zoom
20 Call during the COVID-19 Global Pandemic.

21 467. The Family Law Judge ordered, in part, as follows:

- 22 1. Minor is to end attending school at SRA at this break that’s coming up;
- 23 2. It will be the end of the program when minor comes back for this break;
- 24 3. Unless there’s an option and minor wants to participate with the SRA program
25 remote while she’s out here in California.

26 468. Jane Doe returned to California on June 28, 2020, with temporary sole legal and
27 physical custody to Mr. Stata.

28 469. Mr. Stata, never an involved parent, chose the path of least effort.

1 470. SRA and Mr. Stata created a “on-line” academic and therapeutic program for Jane
2 Doe that Ms. Sweidy believes to be fictitious, akin to the College Admissions Scandal
3 that made national (and probably international) headlines, wherein wealthy parents pay
4 sums of money to insure that their undeserving offspring receive special academic
5 treatment that the offspring did not earn by any legitimate metric.

6 471. At the Family Law Judge’s suggestion, Mr. Stata kept Jane Doe enrolled in SRA,
7 both academically and therapeutically, via on-line access, despite many legitimate and
8 superior options available locally here in the Silicon Valley.

9 472. Based on statements that the Family Law Judge made during the Hearing, there is
10 a serious and concerning question about whether the Judge intended for the remote
11 program to be only academic or both academic and therapeutic.

12 473. The Family Law Judge stated to Mr. Stata:

13 Please try to work with getting her [Jane Doe] into counseling if you can out here
14 in California and to give her those resources because I’m assuming it will be
15 somewhat destabilizing to make the move back here to California even if it is back
into your primary care.

16 474. Regardless of whether that particular statement made it into the written Order, it
17 clarifies the Judge’s intent that Jane Doe was only authorized to enroll in an SRA remote
18 academic program, not a remote therapeutic program.

19 475. Furthermore, any other interpretation of the Judge’s Order would be illegal.

20 476. Because Veronica Borges is not licensed in California, it is not legal for her to be
21 conducting therapy with Jane Doe in California.

22 477. There is no evidence that SRA has ever been set up to provide on-line classes to
23 any student. This is simply another aspect of the scheme that SRA and Mr. Stata are
24 participating in.

25 478. Keeping Jane Doe at SRA on-line requires the least amount of effort by Mr. Stata.
26 Furthermore, Mr. Stata lacks decision-making skills across many aspects of his life,
27 including parenting. Keeping Jane Doe at SRA on-line requires no thought and no
28 critical thinking skills. It is, quite simply, the path of least resistance.

1 479. SRA has never provided Ms. Sweidy with any proof that course work was
2 completed or that grades awarded were actually earned. In fact, the Family Law Judge
3 encouraged and rewarded the very same type of behavior that resulted in parents and
4 scam artists being prosecuted in the nefarious College Admissions Scandal.

5 480. Even the credits needed for high school graduation from SRA keeps changing.

6 481. First SRA claimed that Jane Doe needed five more classes.

7 482. Then it was two more classes, alleged in the Family Law Case hearing on June 18,
8 2020, according to the “testimony” of Mr. Stata’s counsel, claiming Dr. Burdick obtained
9 the information from SRA as recently as that very morning.

10 483. Jane Doe subsequently informed Ms. Sweidy in September, 2020, that it’s now
11 back to five classes (or four, she’s not sure). Jane Doe said she is supposed to graduate in
12 December, exactly as Ms. Sweidy alleged in her pleadings.

13 484. How is the number of classes needed to graduate high school a moving target? It
14 was never a moving target when Ms. Sweidy had sole legal and physical custody over this
15 issue. It only became a moving target when Mr. Stata, a person documented to have no
16 parenting skills (and no actual involvement in our children’s lives) and no ability to set
17 boundaries, was awarded temporary legal and physical custody by the Family Law Judge,
18 without a change of circumstances and without a Trial.

19 485. Jane Doe should have remained in California when Ms. Sweidy brought her home
20 on February 3, 2020, because of compelling evidence that SRA was not what it purported
21 to be.

22 486. On September 8, 2020, at 8:13 p.m., Jane Doe called Ms. Sweidy very upset and
23 scared. Jane Doe was saying something about her father being drunk and incoherent.
24 Jane Doe asked to come to Ms. Sweidy’s home.

25 487. Ms. Sweidy told Jane Doe to meet her at the top of Mr. Stata’s driveway in the cul
26 de sac.

27 488. Ms. Sweidy arrived at the agreed upon location at 8:30 p.m. Jane Doe got in Ms.
28 Sweidy’s car and came to Ms. Sweidy’s home.

1 489. On the way to her mother's home, Jane Doe told Ms. Sweidy that Jane Doe had
2 been out with a friend. Jane Doe returned home, believing that she and her father were
3 going to have dinner. When she arrived home, her father's "friends" told Jane Doe that
4 her father was drunk and locked in the bathroom, and her father was not responding. The
5 "friends" then instructed Jane Doe to enter the bathroom and attempt to rouse her father.

6 490. Ms. Sweidy was not willing to sign SRA's Master Treatment Plan stating that Jane
7 Doe had a Cannabis Use Disorder, because she does not. Mr. Stata, a parent with a
8 problem with alcohol (an issue unaddressed by SRA), was willing to accept SRA's
9 Master Treatment Plan.

10 491. Or was he? Who knows? Perhaps SRA simply dispensed with the mandated
11 requirement of a Master Treatment Plan, once SRA cut off all contact with Ms. Sweidy,
12 the Custodial Parent.

13 492. Jane Doe was at Ms. Sweidy's house for 48 hours (from Tuesday night to
14 Thursday night).

15 493. On Wednesday, Ms. Sweidy asked Jane Doe if there was some plan for safe return
16 to Mr. Stata's house.

17 494. Jane Doe said that Veronica Borges, Jane Doe's unlicensed therapist from SRA,
18 was going to conduct an on-line Family Therapy session between Jane Doe and Mr. Stata.

19 495. The entire time Jane Doe was at Ms. Sweidy's house, Ms. Sweidy refused to
20 discuss Mr. Stata or SRA with Jane Doe.

21 496. Ms. Sweidy continued her work day and leisure activities, cooked for Jane Doe
22 and told Jane Doe that Ms. Sweidy was simply there to support her with whatever she
23 needed.

24 497. Ms. Sweidy told Jane Doe that she was responsible for her own school work. Jane
25 Doe spent most of the time in her room.

26 498. On Thursday evening, Jane Doe asked Ms. Sweidy to take her back to Mr. Stata's
27 house.

28 499. Ms. Sweidy asked if the Family Therapy session had occurred.

1 500. Jane Doe screamed at Ms. Sweidy, “Both of my parents are fucking insane.”

2 501. Ms. Sweidy responded, “It is irresponsible of me to send you back to an unsafe
3 situation that no one is monitoring. Who is monitoring this situation?”

4 502. Jane Doe admitted that no Family Therapy session had occurred. Jane Doe then
5 texted Veronica Borges, who allegedly called Mr. Stata, who assured Ms. Borges that it
6 was safe for Jane Doe to return.

7 503. Ms. Sweidy drove Jane Doe back to Mr. Stata’s house and dropped her off at the
8 exact same spot that Ms. Sweidy picked Jane Doe up two days earlier.

9 504. During the two days at Ms. Sweidy’s home, Jane Doe refused to eat.

10 505. When Ms. Sweidy enticed Jane Doe into eating by cooking some delicious (and
11 healthy) meals and eating them in front of her (as the aroma wafted through the air), Jane
12 Doe said, “That smells good. Can I have some?” “Of course,” Ms. Sweidy responded.

13 506. Then Jane Doe would take two bites and stop herself.

14 507. Ms. Sweidy asked Jane Doe, “Why are you stopping yourself. You need to eat.”
15 Jane Doe responded, “I trained myself not to eat when I found cockroaches in the salad
16 bar at Spring Ridge Academy. Now I can’t stop.”

17 508. Jane Doe has now developed an eating disorder that she never had prior to going to
18 SRA.

19 509. On Monday morning, September 14, 2020, at 9:35 a.m., a little more than three
20 days after Jane Doe returned to Mr. Stata’s house following his drunken escapades, Jane
21 Doe called Ms. Sweidy and informed Ms. Sweidy that Jane Doe was in Boston with Mr.
22 Stata and could not attend their (Jane Doe’s and Ms. Sweidy’s) regularly scheduled
23 weekly therapy session that evening (ordered by Family Law Judge).

24 510. Mr. Stata did not inform Ms. Sweidy that he was leaving town and that Jane Doe
25 would miss their court-ordered therapy session.

26 511. Ms. Sweidy does not think that it is a coincidence that Mr. Stata left town after his
27 inappropriate behavior, thereby preventing the incident from being discussed in Jane
28 Doe’s and Ms. Sweidy’s therapy session.

1 512. Because the therapist (as is industry custom) charges full price if the therapy is
2 canceled without a 24 hour notice, Ms. Sweidy attended therapy alone and described to
3 the therapist the events of the prior week.

4 513. Jane Doe and Ms. Sweidy attended seven therapy sessions together with a local
5 licensed therapist, approved by Mr. Stata, as ordered by the Family Law Judge.

6 514. The Family Law Judge specifically ordered that the therapist for Ms. Sweidy and
7 Jane Doe be “licensed.”

8 515. This was unnecessary, as Ms. Sweidy does not enlist the services of unlicensed
9 therapists.

10 516. However, Mr. Stata and SRA wrongfully concluded that the Family Law Judge
11 had no issue with the minor Jane Doe’s therapist, Veronica Borges, at SRA in a remote
12 town in Mayer, Arizona, being unlicensed.

13 517. Mr. Stata did not insure that Jane Doe attend these sessions with Ms. Sweidy (Jane
14 Doe does not have a drivers license).

15 518. On August 31, 2020, the therapist had to call both Jane Doe and then Mr. Stata to
16 remind them that Jane Doe was missing the regularly scheduled therapy session (that Ms.
17 Sweidy was ordered to pay for). Jane Doe arrived 50 minutes late.

18 519. The therapist scheduled Jane Doe and Ms. Sweidy’s session as the last clients of
19 the day, so that Jane Doe and Ms. Sweidy could have extended sessions, which are often
20 necessary when conducting effective Family Therapy.

21 520. Mr. Stata told Jane Doe that he objected to the length of the sessions as led by the
22 therapist, attempting to manipulate and control the Court-Ordered Therapy by harassing
23 Jane Doe, rather than supporting her work with Ms. Sweidy.

24 521. The therapist described this to Jane Doe and Ms. Sweidy as “hovering,” when Jane
25 Doe raised Mr. Stata’s objection with the therapist.

26 522. In Jane Doe and Ms. Sweidy’s last session on October 5, 2020, the therapist gave
27 them his concluding remarks.

28 523. Jane Doe turned 18 on October XX, 2020, and she and Ms. Sweidy are no longer

1 under the jurisdiction of the Family Law Court.

2 524. The therapist suggested that Jane Doe join Al-Anon because, “It’s obvious that
3 your father has a problem with alcohol.”

4 525. Jane Doe and Ms. Sweidy’s therapist was willing to acknowledge this issue after
5 knowing Jane Doe and Ms. Sweidy for less than two months, unlike all mental health
6 professionals paid by Mr. Stata.

7 526. The therapist also suggested to Jane Doe that immediately upon turning 18, Jane
8 Doe should “get your own properly licensed therapist here locally, not whatever is going
9 on at Spring Ridge Academy on-line.”

10 527. During the Global Pandemic, Mr. Stata claimed that Jane Doe was safer at SRA
11 than at home during this Global Pandemic, a position that is simply indefensible on every
12 level, from every angle.

13 528. The incidences of COVID-19 are very low in the affluent areas where both Mr.
14 Stata and Ms. Sweidy live. Mr. Stata lives alone. Ms. Sweidy lives alone.

15 529. And the incidences of infection for those living in residential facilities, much less
16 densely populated residential facilities, was extremely high, as New York demonstrated.

17 530. On September 13, 2020, Paris Hilton posted a documentary about her life,
18 including her time at Provo Canyon School, a Residential Treatment Center that is part of
19 the same TTI as SRA.

20 531. To date, it has been viewed 19,395,423 times.

21 532. It has sparked the latest movement: #breakingcodesilence (Breaking Code
22 Silence).

23 <https://www.youtube.com/watch?v=wOg0TY1jG3w&t=308s>

24 <https://www.breakingcodesilence.net/>

25 <https://www.breakingcodesilence.net/redflags>

26 533. Many of the “Red Flags” listed on the above website are exactly the same issues
27 that Ms. Sweidy raised to the Family Law Judge, who ignored everything she said.

28 534. Virtually overnight, the amount of information available about the TTI, in general,

1 and even SRA, in particular, exploded.

2 535. Ms. Sweidy has been contacted by more past SRA students about their horrific
3 experiences. Past students want to know how they can break their silence and be
4 involved in exposing SRA.

5 536. On October 19, 2020, Ms. Sweidy had a telephone conversation with an SRA
6 behavioral health technician who left her job shortly before Jane Doe was returned home
7 on June 28, 2020. She was on Jane Doe's caseload, so she has personal knowledge of the
8 facts. She indicated to Ms. Sweidy that after Jane Doe was forcibly returned to SRA in
9 February by the Family Law Judge and Jane Doe's father, Ms. Sweidy was publically
10 ridiculed and shamed by SRA employees, in front of Jane Doe and the other girls,
11 including for having arrived with a Sheriff's Civil Standby to remove Jane Doe from SRA
12 on February 3, 2020.

13 537. The clear message was that Ms. Sweidy had behaved in an outrageous manner by
14 "bringing the police."

15 538. The SRA girls were not informed that a Civil Standby is a legal mechanism to
16 keep the peace in situations that might potentially escalate (such as the situation at hand).

17 539. Jane Doe is still traumatized by this public shaming, and she brought it up several
18 times in therapy with Ms. Sweidy. Jane Doe was shaking and emotionally dysregulated to
19 the point that the therapist stopped all discussion on the topic because it "could not be
20 productive."

21 540. The behavioral health technician also told Ms. Sweidy that whenever a parent or
22 parents remove(s) a student from SRA, that parent or those parents are vilified to the
23 entire student body by SRA employees.

24 541. This conduct is outrageous and abusive. This is how cults behave. This is not how
25 schools behave.

26 542. On October 20, 2020, at approximately 5:00 PM PDT, Jane Doe arrived quite late,
27 without informing Ms. Sweidy, to Ms. Sweidy's home for a scheduled meeting that Jane
28 Doe requested.

1 543. Jane Doe was emotionally dysregulated. Jane Doe was incapable of rational
2 discussion.

3 544. Ms. Sweidy is certain that Jane Doe cannot understand the difference between
4 facts and feelings/opinions.

5 545. The visit lasted a few minutes of Jane Doe's hysterical, incomprehensible
6 monologue, culminating in her storming from Ms. Sweidy's home, slamming doors. Jane
7 Doe arrived and left on rollerblades.

8 546. To this day, Jane Doe is still in the throes of extreme trauma and emotional
9 dysregulation, caused solely by SRA and Mr. Stata.

10 547. Jane Doe currently has no contact with Ms. Sweidy.

11 548. Past SRA students tell Ms. Sweidy that it could take years after Jane Doe is no
12 longer interacting with SRA for her to even realize the trauma she suffered, much less
13 seek legitimate therapeutic treatment.

14 549. When Jane Doe was enrolled at SRA on December 13, 2019, all her personal
15 property had been shipped to SRA by Ms. Sweidy (and only Ms. Sweidy).

16 550. In accordance with SRA's Packing List, Ms. Sweidy spent a great deal of time and
17 money packing Jane Doe's personal property and shipping it to SRA, as well as
18 purchasing and shipping those items that Jane Doe did not already own.

19 551. Ms. Sweidy kept detailed records and pictures of Jane Doe's items sent to SRA.

20 552. Despite Ms. Sweidy's repeated requests, including producing printed descriptive
21 lists and pictures to assist SRA in returning the items, SRA never returned any item to
22 Ms. Sweidy.

23 553. Ms. Sweidy has spent the majority of 2020 collecting information on SRA and the
24 TTI, in general. This has become a mission for her.

25 554. What follows is some of the information she has uncovered. Once Paris Hilton
26 went public, the internet exploded with information that was not available when Ms.
27 Sweidy enrolled Jane Doe in SRA at the end of 2019.

28 555. Ms. Sweidy uncovered more information on the non-evidence-based modality of

1 Post Induction Therapy.

2 556. Post Induction Therapy is described in a November 16, 2010, essay authored by
3 SRA employee Gary D. Hees, MA, LPC, the former Clinical Director at SRA. Hees
4 writes:

5 The PIT process begins by debriefing the facts surrounding the incident that is to
6 be worked. The clinician will be asking for a recounting of what occurred and will
7 closely observe the reactions of the client during that process. Naturally, it is not
at all uncommon for emotional content and reaction to surface during the
recounting of the event.

8 Once the above preparation has been done, the next step will usually be asking the
9 client to write a letter to the perpetrator. The client is coached as to the content of
the letter.

10 When the chair is positioned and the client prepared, the client is asked to imagine
11 the perpetrator and bring him to the door outside the group room. The client then
is supported in commanding the perpetrator to enter the room and sit in the empty
12 chair. The client often may 'see' the perpetrator smirking or acting out in some
other way. If this happens, the therapist will support the client in commanding the
13 perpetrator to stop smirking, sit in the chair and listen. If need be, the client will
be encouraged to intervene on the disrespectful behavior such as metaphorically
14 putting tape over the perpetrators mouth.

15 After the letter is read, the clinician will prompt the client through repetitions of
giving back the shame and other carried feelings to the perpetrator. These are
16 structured and roughly are, "When you raped me, I felt shame. It's not my shame,
it's your shame, and I give you back your shame. I won't carry your shame any
17 longer." This part of the process can become quite intense and the client is
encouraged to feel whatever they feel and do what they need to do but not to rage.
18 Focused, clear anger and intention are the goals of the exercise.

19 557. In the introductory paragraph, Hees's implicit assumption is that Post Induction
20 Therapy is the suggested and coached one-size-fits treatment for every form of "trauma,"
21 including the presumed trauma from emotional and relational trauma suffered in their
22 family of origin.

23 558. Pia Mellody, Post Induction Therapy and The Meadows, an addiction and
24 rehabilitation center started by Pat and Pia Mellody, are the subject of an investigative
25 article dated October 1, 2018, by Robert Anglen in The Arizona Republic.

26 559. Post Induction Therapy terminology has its roots in a lecture series that Pia
27 Mellody gave after she was moved to Arizona to help start The Meadows.

28 560. Pia Mellody is a self-reported recovered alcoholic and participated in a business

1 that transformed a dude ranch into a substance abuse rehabilitation resort, then later a sex
2 addiction resort that is in existence today.

3 561. According to Mr. Anglen, Court records and media reports show clients can spend
4 more than \$1,500 a night. Some stays cost more than \$60,000.

5 562. Mr. Anglen compiled a list of celebrities who, according to multiple media reports,
6 have sought treatment at The Meadows. These include Selena Gomez (exhaustion),
7 Whitney Houston (drug addiction), Elton John (drug addiction), Alanis Morissette (love
8 addiction) Kevin Spacey (sex addiction), Ronnie Wood (alcohol addiction), Michael
9 Phelps (alcohol addiction), Tiger Woods (drug addiction), John Galliano (alcohol
10 addiction), Rush Limbaugh (drug addiction), Elle Macpherson (depression), Kate Moss
11 (drug addiction), Donatella Versace (drug addiction) and Harvey Weinstein (sex
12 addiction).

13 563. In the 1970s, Pia Mellody acquired a nursing license that has since expired.

14 564. Pia Mellody has no training in psychology.

15 565. Post Induction Therapy, which has a large group component, is not an
16 evidence-based practice and is not recognized by the psychological community or the
17 American Psychological Association.

18 566. Its methods employing peer shaming attracted the attention of Mr. Anglen with
19 respect to therapist/patient abuse at The Meadows and a recently unsealed lawsuit
20 alleging that Pia Mellody abused and isolated a former nurse employee who was sexually
21 abused by Mellody's then husband Pat Mellody.

22 567. The nurse employee alleged she was forced into treatment at the facility and that
23 she was forced to confess publicly to her husband, children and co-workers.

24 568. Gilcrease seminar participants post on Facebook regarding how this Post Induction
25 Therapy methodology plays out in reality.

26 569. Anna Michnicka wrote:

27 My problem with the seminars is that they are designed to use peer pressure to
28 mentally break you down and fill your head with nonsensical self-help ideologies
instead of common sense. I remember one exercise where certain girls were made

1 to lay on the ground and pretend to be doormats while others wiped their feet on
2 them, this was done in order to help them recognize their “non-working” behavior.
The whole Program is reminiscent of the Stanford Prison Experiment.

3 http://en.wikipedia.org/wiki/Stanford_prison_experiment

4 And I’m pretty sure that anyone who has been through it and continues to support
5 the seminars or the Program is suffering from Stockholm’s

6 https://en.wikipedia.org/wiki/Stockholm_syndrome

7 Still gives me chills to think about it.

8 570. Allison Anne wrote:

9 I forgot to mention I also hate that they use their mind control tactics to make sure
10 parents feel awful for pulling their children early. It is probably the reason why
you aren’t allowed to see your parents until they go through seminar as well.

11 571. Linda Larson wrote:

12 You don’t get to see your parents until the seminars because they want to
13 brainwash them as well.

14 ...
Your child will die if you take them out of the program.

15 ...
They have to “program” the parents to line their pockets and the staff so they
won’t be turned in.

16 572. T JN Stonebreaker wrote:

17 ...it is so creepy how they tell parents that putting their child in the program
18 “saved their life”.... there were several kids that had a couple bad grades or talked
back too much, like an average teenager. It is HUGE (false) assumption to say that
19 teenage rebellion will positively lead to death. The life or death situation they
present assists in their brainwashing. ...Even creepier is when they “guide you
20 through your own death” in the Focus seminar. How is that giving us tools to
become better citizens? If anyone disagreed with what the facilitator said, they
21 were for sure “chosen out.” Even if it was a logical valid disagreement. Again,
this is not merely “giving information” the kids will “benefit from.” The model by
22 design is to alienate students who are enrolled for a variety of reasons from their
“family of origin.”

23 573. Elizabeth Bryson wrote:

24 Crazy stuff- I refused to go to a Parent Seminar and was promptly denied rights to
25 contact my son freely. The program told my son and the courts that I did not want
to participate in his “recovery.” Actually-I had caught on that these “seminars”
26 were cult recruiting seminars and had NO valid therapeutic basis. If you do the
research, they are based on various cult programs and the people that started these
27 things were all former cult members...Like you, I get super paranoid posting things
or even talking about these programs publicly because of the hell we went
28 through-and their ability to manipulate the court system here. These people still
lurk in my area.

1 574. In 2020, A former SRA student posted the following:

2 I had to carry a 5-pound sandbag everywhere I went for three months and the
3 graduation from that training included not talking to anyone for at least 6 hours
4 and being blindfolded for a good four of them.

5 575. SRA is currently on a watch-list for their alleged abuses. An SRA Program
6 Progress Report published by Reverend Minister Angela Smith of COPE
(<https://www.cope.church>) dated October 1, 2020, states:

7 The HEAL Mission of COPE has received 48 separate complaints from
8 individuals and families alleging traumatic experiences resulting in compounded
9 PTSD, forced/coerced and punitive labor to point of injury (labor
10 exploitation/trafficking), psychological abuse, physical abuse, sexual abuse
11 (reportedly had pedophile on staff that was subsequently dismissed or resigned),
12 level system/coercive thought reform, misleading/deceptive marketing (fraud),
13 prison-like environment, excessive medication, communication blackouts
14 (censored/monitored communication with outside world), isolation/shunning as
punishment (sometimes lasting months), suicide/attempted suicides, withholding
food (punishment in isolation included one meal a day), humiliation tactics (i.e.
requiring excess water be consumed and denying access to the bathroom), medical
negligence (failure to provide medical care or take to physician when warranted),
exposure to deceased amphibians in non-academic setting, and undue influence at
SRA. Some of these complaints are referenced online and others remain
confidential and on file with the church.

15 576. Former SRA student Molly Dickin reported on two YouTube videos (dated
16 October 6, 2020, and October 13, 2020) that while at SRA in 2015, she lost the privilege
17 to use her voice for a week as punishment. This punishment was extended for yet another
18 week for being caught using her voice to ask a question. She reported it as a
19 dehumanizing experience to have her voice taken away.

20 577. Molly Dickin describes SRA's tactics, with its roots in the David Gilcrease
21 seminars, as employed to break you down and mold you into being the "cult member they
22 want you to be."

23 They use attack therapy and humiliation circles several times per week. It was in
24 smaller groups of eight to 20 people and sometimes it was school wide. What this
25 entails is one person would sit in the middle of the group and everybody else
26 would circle around them and everybody else would go around the circle and one
27 by one essentially saying what they hated about the person in the middle in order to
28 break them down and humiliate them...The circle abuse went on for hours and the
adults did nothing to intervene...Jeannie Courtney was by far the worst. She is the
founder of SRA. I remember countless times seeing her smile in a sickening
way...while we were crying and covering our ears...We got phone calls once a
week with our parents. The phone calls were intensely monitored by people that
worked there and you were not allowed to talk about anything bad that was going

1 on. One time I started to talk about a shame circle that I was the center of. They
2 ended my phone call and said that if I did it again they would revoke my phone
3 calls with my parents entirely... We were also allowed to write home but the people
in charge read every letter that we wrote and they refused to send it if it said
anything negative...

4 578. Molly Dickin said that she was administered medication for disorders she had
5 never in any of the years prior to her enrollment at SRA received a diagnosis. She reports
6 she met once with a psychiatrist at SRA that never interviewed her and was told she
7 would receive medication which was forcibly administered and made her feel bad.

8 579. Molly Dickin reported that she ran from SRA with a friend. The same friend was
9 denied visits with her own mother. The mother brought police escorts to remove her
10 daughter from the school because the school said "her mom was not going to come and
11 get her and was not allowed to take her despite the fact that it was completely within her
12 mom's legal rights."

13 580. The Gilcrease/Courtney abuse model targets parents as much as children as
14 reported in 1998 by a parent seminar participant Kendall Ross Bean who reports on a
15 website:

16 The people who conduct the programs and the seminars are fond of saying "don't
17 reveal what goes on in the seminars, it will spoil it for others who haven't been
18 through it yet." Or—"You don't tell someone the plot of the movie before they go
19 see it, do you?" Such is their logic, as if it were just some fun little game they
20 were talking about. However, the seminars are not just an innocuous little learning
21 exercise, as they would have you believe. What happens in the seminars is in
22 many ways very similar to hazing, or fraternity initiations, but goes far beyond
23 that. All too often these "educational exercises" as they call them, run the risk of
24 getting dangerously out of control when, just like with some fraternity stunts, the
25 people running the show ignorantly, and often deliberately, push things too far, in
26 an effort to get immediate results, or immediate reactions. These seminars are
27 unquestionably a traumatizing assault on one's emotions, a psychological ordeal.
28 For a child, or a parent, on the edge, this type of "treatment" can be extremely
dangerous. As parents, what concerned us even more were our grave doubts about
the people conducting these seminars and programs: we were not at all convinced
that they were competent or even understood what they were doing. It became
apparent to us that they had no concept of when they had driven a child or parent
to the brink of a psychotic episode; we later learned that this is not at all
uncommon with these types of seminars, and is one of the major problems they
have struggled with over the years.

In our opinion, it is not okay to conceal from parents what they or their children
will be exposed to in the seminars, or in the program. Not only do we feel this is
unethical, it's just really poor business practice. We feel it is important for parents
to be told, beforehand, that behavior modification will be practiced on them, as

1 well as on their child. We feel strongly that participants should also be warned in
2 advance about what forms the behavior modification will take, because the
3 exercises are often designed to drive participants to the limits of their mental and
psychological endurance. Surely, a person's informed consent is warranted in such
a case.

4 We feel it is of paramount importance that all involved be informed that many of
5 their values and belief systems will be attacked during the seminars, often
6 ferociously, and that they will be pressured and coerced to confess and divulge
7 some of their most sacred and intimate thoughts and feelings, to then be exposed to
8 the criticism and ridicule of the group. We believe that if people are to be
subjected to encounter group therapy, sensitivity training, attack therapy, or
T-group therapy, or any of a number of what we consider similarly dangerous
psychological experiments, they need to be adequately informed, prepared and
screened beforehand.

9 ...

10 We fail to see how anyone with common decency and respect for others, could go
11 along with the humiliation, deception, baiting, withholding of information,
12 harrassment, and general maltreatment, which we witnessed in this seminar, by
13 those in positions of trust, on those who were trusting in them. We feel it is a
serious offense to take parties who are trusting in your organization to give them
support in a time of vulnerability and severe emotional stress, and then subject them
to this kind of aggravated covert and coercive mental and emotional assault.

14 581. At the Parent Challenge workshop, Ms. Sweidy was subject to the very same tactics
15 described by Kendall Ross Bean, with no warning or disclosure.

16 582. An anonymous employee wrote about SRA on GlassDoor on February 18, 2020:

17 There are barbed wire and electric fences only for the "cows" that also happen to be
18 the girls there that are forced to stay and held against their will. Don't let the
19 smiling faces and reassuring tones of the administrators fool you, it'll be the biggest
mistake of your life. Seeing the girls constantly in pain and desperately trying to
get out is heartbreaking. Choose wisely!

20 583. On Indeed, May 4, 2018, an SRA employee wrote that cons were "Administration,
21 minimal breaks, even for bathroom breaks, attitudes and unkindness." This received 14
22 yes comments.

23 584. A reddit post from a student dated January 10, 2020, states:

24 I went to Spring Ridge they do nothing but brainwashed there. I went psychotic
25 while I was there and they did nothing to help me and let it go on for months before
26 finally calling in outside help. They make you believe that they are the all powerful
27 ones and that what they are doing is right. They told me over and over that the fact
28 that I was raped meant nothing and I should just "get over it" instead of helping me
through it. Then they decided I was lying about being raped because they did not
want to deal with it. They do weird public forms of shaming to the girls. Like
making me walk around with a bloodied baby doll for three weeks to show
everyone "how I treated my inner child." They isolate people for event [sic] the

1 simplest things. My best friend when I was there was put on isolation from me
2 because they simply didn't think we were good friends. She ended up dying years
3 later and they refused to hold a memorial for her even though [sic] they have held a
4 memorial for every other girl who went there and died. They said they didn't
5 support the way she died, but they have a statue of a girl who died drunk driving. I
6 stopped sleeping while I was there and they refused for months to give me meds
7 that would help but continued to make me wake up at 5:30 to work out for hours
8 even though they were aware that I was going on about an hour or less of sleep. I
9 could go on about the weird and shameful shit they did there. I know some girls
10 who loved it there but I would advise against it.

7 585. Meyla Atkinson, a former student at one of the schools named in the class action
8 lawsuit, Cross Creek, posted on a survivor's website:

9 Before even setting foot inside the first seminar, the child has already witnessed the
10 effects of seminar for a full week. The most alarming aspect was the screaming.
11 The dining hall was positioned just next to the seminar room, so plenty of noise
12 could be heard almost every meal. Some classrooms and the isolation rooms were
13 above the seminar room, these were also full of noise from the seminar. Loud,
14 disruptive music was also common, as was hearing the facilitator screaming at a
15 particular child. The child would witness other children, (perhaps their friends)
16 entering the room, hear intimidation and wailing from torture, and thus be
17 intimidated and half the work breaking their spirit was done before they ever set
18 foot in seminar. Girls who "chose out" inevitably cried and came back looking
19 quite disheveled. Russian interrogators knew simply the implication of torture or
20 seeing one's compatriots return injured from interrogation made perhaps 30%
21 confess. Both often played on the affections for loved ones.

16 Night was often used by the Russian gulag to extract confessions and was used
17 night to its advantage in seminars especially. These ran late into the night, often
18 until 11pm, followed by hours of "homework" and early morning rising, the most
19 profound impact being serious sleep deprivation. Children Physicians recommend
20 8-10 hours of sleep for adolescents, but during seminar our already meager seven
21 hours of sleep was reduced to much less, sometimes four hours or less per night.
22 Sleep deprivation makes critical thinking difficult or impossible. So the teen is left
23 very vulnerable to giving up or changing core beliefs to match what WWASP
24 teaches.

21 The facilitator was a particularly cruel and unempathetic tormentor, akin to the
22 interrogator in the gulag. He employed many psychological interrogation methods,
23 especially psychological contrast: one minute he was speaking in a friendly,
24 sympathetic tone, with an appealing face. The next minute he was screaming, arms
25 raised aggressively in the child's face. He would often use foul language He was
26 allowed to lie, and often did, sometimes creating elaborate untrue scenarios to
27 confuse and dismay the children.

25 During seminar in WWASPS, they regularly denied the children water bottles,
26 limiting water intake to four short breaks, even in sweltering summer conditions.
27 Gulag likewise deprived a person of water during interrogation. Both policies
28 resulted in dehydration, muddled thinking, and an increased susceptibility to the
mind control. Music was used to install fear and induce compliance. Specifically
the theme to 2001: a space odyssey was played whenever everyone had to sit down.
Often there would be tricks: not enough time to get to your seat, not enough chairs,

1 last minute instructions that were hard to comply with. The intent was to single out
2 the slowest, least interested children to “chose out.” There was always punishment
3 for choosing out, usually at least another month of time at the facility. The fear of
4 choosing out was in everyone. The child who chose out would have to write an
5 essay on why she was accountable for leaving the seminar early, what she would do
6 differently to not chose out in the future, often 5 or 10 pages front and back margin
7 to margin. Sometimes she might lose her level, or the A confidence of the group in
8 her sincerity, all because of how well she performed such trivial tasks and tests.
9 The effect was to put the child on edge all the time, wearing her down much
10 quicker by constant fear of making trivial mistakes.

6 Humiliation was a common event in seminar. Slut-shaming was rampant, and the
7 girls who had sex were particularly humiliated. Sometimes they were asked to
8 dress slutty and put on dance performances for crowds of cheering or jeering peers
9 and staff. Children were encouraged to share personal intimate details about their
10 lives with dozens of strangers. Girls who had been sexually abused were especially
11 humiliated for it. Although blame was an unacceptable idea, the idea of
12 accountability was redefined to encompass blame and define the responsible party
13 (the child in all circumstances.) They taught even a woman raped at gunpoint had
14 chose her rape over being shot, therefore she was accountable (responsible, at fault,
15 could have chose differently.)

12 586. In 2013, another survivor, Sarah Artim, and her mother, Nancy Artim, alleged fraud
13 and slavery in 2:2013cv00770 US District Utah. Sarah Artim alleged she could only call
14 her parents once a week and was punished with being put on a month of silence.

15 587. In a review posting on Rehab.com dated February 26, 2020, SRA was described as
16 follows:

17 It was a deeply damaging. Aversive behavior modification, isolation used as
18 punitive punishment and mail censorship, food deprivation were all used as tactics
19 for control patients. Close contact with dangerous floor staff and teachers.

19 588. A WWASP class action lawsuit, as mentioned above, involved WWASP schools,
20 David Gilcrease, Jean Courtney’s ex-husband, and Resource Realizations. Abuses to
21 which children were subjected included, but were not limited to:

22 a. Placement in isolation for long periods of time, and at times, including being
23 locked in small boxes and cages, and locked up in basements, and forced to assume
24 distorted and painful physical positions for long periods of time;

25 b. Unsanitary living conditions;

26 c. Denial of adequate food;

27 d. Denial of proper medical and dental care and treatment;

28 e. Denial of an even minimally sufficient education;

f. Exposure to extreme (hot and cold) temperatures for long periods of time;

- 1 g. Forced physical exercise beyond their physical capacity;
- 2 h. Kicked, beaten, thrown and slammed to the ground;
- 3 I. Bound and tied by hands and/or feet;
- 4 j. Chained and locked in dog cages;
- 5 k. Forced to lie in, or wear, urine and feces as one method of punishment;
- 6 l. Forced to clean and scrub toilets and floors with their toothbrush;
- 7 m. Forced to sleep on cold concrete floors, boxspring, or plywood used as a bed
8 with
no bedding or linens or with just a tattered and torn sleeping bag;
- 9 n. Forced to carry heavy bags of sand around their neck or logs throughout the day
10 over many days;
- 11 o. Forced to eat their own vomit;
- 12 p. Sexual abuse, which included forced sexual relations and acts of fondling and
masturbation performed on them;
- 13 q. Emotional abuse by subjecting student Plaintiffs to near-total parental and
14 societal isolation. Personal visits, correspondence, and telephone calls were either
forbidden or discouraged;
- 15 r. Because of the near-total isolation from the outside world and lack of education,
16 many
student Plaintiffs were totally unequipped to enter outside society;
- 17 s. Forced to work many hours a day, at an age below the applicable minimum age
18 requirements of the child labor laws of the jurisdictions in which the schools are
located, and without compensation for shoveling manure, house construction,
19 hauling, landscaping, kitchen work, farm work, and moving bricks;
- 20 t. Threatened severe punishment, including death, if they told anyone of their
abuses and poor living conditions;
- 21 u. Confiscated and/or kept students' U.S. mail;
- 22 v. Deprived from using the toilet, and as a result, urinated or defecated on
23 themselves;
- 24 w. Verbally abused by lying that their parents knew what was happening to them
and
25 were supportive of it all;
- 26 x. Subjected to buddy system where older students were allowed to physically,
mentally, and sexually abuse younger students and manage them as part of a
27 "cleansing" process;
- 28 y. Deprived of sleep;

- 1 z. Forced to wear the same, unwashed clothes for weeks at a time;
- 2 aa. Denied any religious affiliation, except for the Mormon faith;
- 3 bb. Forced to eat raw or rotten food;
- 4 cc. Poked and prodded with various objects while being strip searched;
- 5 dd. Forced to write false confession letters to parents to justify being sent to the
- 6 WWASPS school.

7 589. Ara, Survivor, SRA 1998, wrote at:

8 <https://www.survivorsbreakingsilence.com/stories/survivor-spring-ridge-academy-1>

9 998

10 In 1998 I was sent to Spring Ridge Academy (SRA) in Mayer, Arizona against my
11 will. My father, facing the recent death of my mother, was at a loss for how to help
12 his troubled teenage daughter. A local Seattle educational consultant recommended
13 a “therapeutic boarding school.” Though I was only there for 6 months, I
14 experienced or was aware of; punitive forced labor, solitary confinement/shunning,
15 refusal of proper medical care, withholding of food/water/bathroom access, sexual
16 molestation and rape of a child by a staff member. The facility controls all
17 communications and correspondence and prevents children from calling for help.
18 The child is punished for attempting to do so either through forced silence,
19 extending the duration of stay, and removal of meager privileges. If a child attempts
20 to give any negative feedback about their experience via monitored phone calls,
21 parents are told they are lying and manipulating them. Children are not be able to
22 freely report abuse to parents or the authorities.

17 SRA misrepresented the qualifications of staff and “therapists”. They were and are
18 ill-equipped to deal with the extensive range of conditions they purport to specialize
19 in such as eating disorders and various psychiatric disorders. I personally was
20 treated by an unlicensed therapist. Though I had been diagnosed and treated
21 regularly by a psychiatrist prior to my arrival for panic and anxiety disorder,
22 depression and insomnia, I only saw a licensed psychiatrist once during my stay.
23 This doctor removed all of the medications I was taking and instead “treated” me
24 with a homeopathic regimen, resulting in terrible withdrawal symptoms and severe
25 panic and anxiety attacks for which I was subsequently punished and accused by
26 staff and peers of “faking to get attention”. I also sustained an injury (accidentally
27 inflicted by a peer) when my hand was crushed in a slammed door. I was taken to
28 the ER by SRA staff and was told I had soft tissue and tendon damage and would
29 need regular physical therapy in order to maintain range of motion and ensure
30 proper healing. The staff never followed up with my injury, I was never taken to
31 physical therapy and I now suffer limited range of motion and disfigurement in my
32 left pinkie.

26 Many of the seminars, or “trainings” as the program refers to them, involve
27 unlicensed current and past students/parents in a supposedly “therapeutic”
28 facilitation role. These highly secretive “trainings”, the essence of their program,
29 come from founder Jeannie’s prior experience at Cross Creek Manor, a youth
30 facility that was closed due to abuse, and involve questionable cult-like tactics.
31 SRA’s training sessions utilized attack therapy, forced emoting and limited food,

1 sleep, and bathroom breaks to create heightened stress. A child's performance in
2 these seminars dictated much of their progress in the leveled program. Children
3 would often be compelled to lie or invent past traumas in order to be viewed as
successfully "working the program" and thus hopefully advance towards leaving
the facility.

4 Thank you for giving us the chance to tell our story. Former students are currently
5 receiving harassment from former staff and teachers. I have PTSD, irreparable
family relationships, trust issues, and nightmares to this day.

6 590. In 2006, Maia Szalavitz, Author of New York Times Bestseller *Unbroken Brain*,
7 wrote what is considered the seminal book on the TTI: *Help At Any Cost: How the*
8 *Troubled-Teen Industry Cons Parents and Hurts Kids*. Regrettably, Ms. Sweidy
9 discovered this book after the Family Law Judge ordered Jane Doe returned to SRA.

10 591. There is no better example of SRA and Post Induction Therapy's goal of familial
11 alienation than SRA's own Kate Deily.

12 592. Ms. Deily is represented by herself, SRA and Dr. Mark Burdick, Mr. Stata's "expert
13 psychologist," as an SRA success story.

14 593. On December 2, 2019, Ms. Deily told Ms. Sweidy that she had been sent away
15 starting at the age of 12. Ms. Deily told Ms. Sweidy that "my parents never told me 'no.'"

16 594. Ms. Deily was part of the first SRA class in 1997. An on-line article dated June 21,
17 2015, refers to Ms. Deily as "student number 7."

18 595. After SRA, Ms. Deily attended and graduated from, in June of 1999, St. Margaret's
19 School, an all girls private boarding school in Tappahannock, Virginia.

20 596. It appears that Ms. Deily spent none of her teenage years with her family.

21 597. On August 19, 2005 (23 years of age), and February 15, 2008 (26 years of age),
22 Kate Eileen Deily was arrested for DWIs.

23 598. On April 4, 2013, Kate Deily filed for Chapter 7 bankruptcy.

24 599. On June 23, 2013, Kate Deily earned a B.S. in Business Administration from
25 Kaplan University through an Online Program.

26 600. Kaplan University has been accused of "defrauding the U.S. Government to the
27 tune of a whopping \$4 billion, which is basically a record when it comes to higher
28 education fraud."

1 601. Within the class action lawsuit against Kaplan University, it was alleged they were
2 involved in changing grades, enrolling unqualified students, and even counterfeiting legal
3 documents so that their substandard plans would get accreditation.

4 602. Ms. Deily alleges to have earned an Early Childhood Certification from Frostburg
5 State University, which cannot be verified, despite several attempts.

6 603. On August 25, 2013, Anthony “Tony” Christopher Ezzell, the father of Kate
7 Deily’s then unborn son, died of a heroin overdose at Yavapai Regional Medical Center in
8 Prescott, Arizona.

9 604. Rather than choose to raise her son in Maryland, in close proximity to her family
10 and Mr. Ezzell’s family, Kate Deily has chosen SRA as her “family,” and, in particular,
11 Jean Courtney.

12 605. This is tragic, particularly as it disputes SRA’s claims about healing families and
13 demonstrates SRA’s true intentions of manipulating vulnerable and confused young
14 people into aligning themselves with SRA, against their own families, often with lifetime
15 consequences.

16 606. The reality of Kate Deily’s life is vastly different from SRA’s representations.

17 607. The SRA Parent Manual gives no hint of the realities experienced by Jane Doe and
18 Ms. Sweidy and disclosed by past SRA students, as well as past students from other TTI
19 programs.

20 608. The Parent Manual describes the following with respect to treatment:

21 Vision

22 Spring Ridge Academy consists of six integrated areas to meet the needs of young
23 women ages 13-17: emotional, academic, physical, community, family and
spiritual.

24 SRA provides:

- 25 ● A therapeutic program which includes, but is not limited to individual, group, and
family therapy
- 26 ● A family systems approach that establishes a conducive home and transition
environment
- 27 ● A comprehensive academic curriculum focusing on mastery of basic and
advanced skills
- 28 ● A personalized academic program focusing on college prep

- 1 ● A unique, multi-faceted humanities program integrating the arts to enhance an understanding of self, community, and history
- 2 ● A series of dynamic workshops for students, parents, faculty, staff and community
- 3 ● A complete physical conditioning program
- 4 ● An extensive community integration curriculum centering on the development of social, occupational, and life skills

5 Therapy

6 The therapeutic approach at Spring Ridge Academy utilizes a combination of
7 developmentally based approaches, trauma informed lens, and family systems
8 therapy to create a comprehensive scope of treatment. Each family member brings a
9 unique history and pattern of relational development that colors his/her perceptions
10 and influences his/her response to familial interactions. The adolescent, in all cases,
11 is dealing with incomplete social development and is experiencing the critical stage
12 of forming an identity based in worth and value.

13 At SRA, we evaluate the developmental strengths and struggles of each student and
14 immediately begin to discern where work needs to be done to substantially begin to
15 bring them to a more age appropriate maturity level. Through the practice of
16 healthy boundaries, delayed gratification, self-regulation, and trust, our young
17 women begin to establish an internal set of values and self worth that becomes the
18 basis of their identity.

19 Trauma often negatively impacts a young woman's development, ability to
20 emotionally regulate, utilize effective coping skills, and achieve life goals and
21 expectations. In addition to cognitive based therapies, Spring Ridge uses evidence
22 based modalities and treatments such as EMDR, Somatic based therapies, and Post
23 Induction Therapy to resolve issues related to trauma.

24 To promote long term therapeutic success, Spring Ridge believes patterns of
25 behavior within family dynamics must be explored. Family therapy occurs in
26 conjunction with individual therapy to resolve conflict, improve communication,
27 develop a system of trust and support, increase connection, and practice effective
28 boundaries and limit setting by parents. A key element to family therapy is full
participation of parents, including: required reading, therapy assignments, and
participation in family therapy sessions, visits, and workshops. Parent's attendance
in their own individual therapies or support groups is also highly recommended.

Group therapies are frequently the most effective way to work with adolescent
populations. Group therapy allows students to practice new styles of relating,
practice speaking their reality, setting boundaries with peers, creating healthy
connection, and exploring self limiting beliefs. Groups allow a safe environment to
practice conflict resolution and for student's to receive feedback and observations
from one another. Trauma resolution is also incorporated into group therapy.

Therapist

The master treatment plan is developed during the first month of enrollment. While
developing the master treatment plan, your daughter is seen weekly for individual
therapy. You will have weekly sessions with the therapist. The goal in all of these
sessions is to establish relationship and rapport, creating a timeline while collecting
historic information, developmental assessment, and bringing forward recent
therapy from previous placements. After the first month, family therapy with your

1 daughter will begin. Out of the master treatment plan specific therapeutic
2 modalities and interventions will be identified. The plan for style and frequency of
family therapy will be designed. You will have weekly contact with your therapist.

3 609. As noted above, unlike the remaining documents that were provided in advance so
4 that Ms. Sweidy could read and digest them carefully, both the Psychiatric Consent to
5 Treat and the Consent to Treat/Veronica Borges were presented to Ms. Sweidy for
6 signature by Kate Deily on December 13, 2019, during the commotion of admitting Jane
7 Doe to SRA.

8 610. Given the facts and circumstances, both prior and subsequent, this was intentional
9 by SRA to mislead and defraud Ms. Sweidy.

10 611. Ms. Sweidy had no opportunity to dissect what has proven to be very misleading
11 language in the Consent to Treat/Veronica Borges.

12 612. The Spring Ridge Academy Consent For Treatment reads as follows:

13 Jane Doe

14 10/XX/2002

15 We, the undersigned parent(s)/legal guardian(s) of: Jane Doe, a minor child, do
16 consent to her treatment at Spring Ridge Academy (SRA) in accordance with the
specifications listed below.

17 We understand that the recommended length of stay is variable and is decided on a
18 case by case basis. The present average stay at SRA is 14-18 months.

19 Clinical treatment at SRA is accomplished through individual, family and group
20 therapy conducted by licensed, Master's-level behavioral health professionals or
behavioral health technicians under the supervision of our Clinical Director Leslie
Filsinger, MA, LPC.

21 Your therapist will be: Veronica Borges, MA., BHT

22 Our treatment philosophy stems directly from Marriage and Family Therapy and
23 Systems Theory as applied to dysfunction within the family unit. Within that
overarching paradigm we will utilize several approaches including, but not limited
24 to, Adlerian, behavioral, cognitive, Ericksonian, experiential, Gestalt, Jungian,
narrative, psychodramatic, strategic and structural theories including, with parents'
25 permission, the use of Ericksonian hypnosis as well as EMDR, and
Bio-Neurofeedback.

26 The purpose of the SRA program is to facilitate the changes necessary for your
27 family to functionally support and relate to each other. Treatment success in the
SRA program is dependent upon the willingness of the student and her family to
28 work together to address issues and change. Therefore, SRA makes no guarantee
concerning the success of treatment.

1 Potential benefits include a self-enhancing lifestyle, a positive and optimistic
2 outlook on life, abstinence from the dysfunctional use of substances and improved
relationships within the family system and with peers.

3 Potential risks are minimal but may include periods of time of feeling worse than
4 when entering the program, periodic increase in depression or anxiety and the risks
5 associated with a student deciding to elope from our campus. SRA will take all
reasonable precautions to prevent such an occurrence but we do emphasize that our
campus and program are purposefully the least restrictive we can create.

6 Spring Ridge Academy is governed by the Arizona Revised Statutes for reporting
7 abuse or neglect of a minor by persons within or outside the family.

8 SRA will drug test students for cause or randomly when deemed appropriate by our
staff. If circumstances warrant, pregnancy and STD testing may be done, as well.

9 I understand that my child may also be psychiatrically evaluated, with parental
10 consent, if deemed necessary by their therapist and SRA staff. Psychiatric
11 evaluations will be performed by our licensed, contracted psychiatrist. If the
psychiatric evaluation results in a recommendation to begin treatment with
12 psychotropic drugs, I agree to consider such treatment after adequate explanation
has been given me by the psychiatrist.

13 SRA will release no information without a HIPAA compliant release from you, the
14 parents/legal guardians. The only exception to this policy shall be documentation
summoned via court order.

15 My signature below represents my understanding of the above information.

16 613. The statement “conducted by licensed, Master’s-level behavioral health
17 professionals or behavioral health technicians under the supervision of our Clinical
18 Director Leslie Filsinger, MA, LPC” is very misleading.

19 614. As a Californian with a background in law and business, Ms. Sweidy had no ability
20 to recognize the absurdity of this sentence after a cursory reading as Kate Deily was
21 attempting to rush Ms. Sweidy out the door.

22 615. There are licensed, Master’s-level behavioral health professionals. These are
23 licensed by the Arizona Board of Behavioral Health Examiners. These are mental health
24 professionals as the term is commonly understood by consumers and, in particular, parents
25 paying \$9,000 a month for a therapeutic boarding school.

26 616. There are no licensed behavioral health technicians. According to Ms. Sweidy’s
27 subsequent research, Behavioral Health Technicians are “certified” by private programs.

28 Here is an internet quote:

1 “In Arizona, there are a few Treatment Centers that provide a Behavioral Health
2 Technician certification program. For this question, I will be taking my information
3 from Destiny Sober Living, a treatment center located in Mesa, Phoenix, Laveen,
4 and Buckeye...In order to take one of their programs, you must have a high school
5 diploma or GED and be 21 years old. You must also already have 1,000 hours of
BHT supervised work, be able to pass a drug test, attend a weekly group meeting
and monthly staff meeting, and obtain your CPR and First Aid certificates first. At
the end of the program, you will need to pass an exam based on how you work with
your clients and a written portion.”

6 617. These are not mental health professionals as the term is commonly understood by
7 consumers and, in particular, parents paying \$9,000 a month for a therapeutic boarding
8 school.

9 618. Licensed, Master’s-level behavioral health professionals and behavioral health
10 technicians are very different occupations. One is a profession. One is a job.

11 619. Who is Clinical Director Leslie Filsinger supervising? Is Ms. Filsinger supervising
12 only the behavioral health technicians or both the behavioral health technicians and the
13 licensed, Master’s-level behavioral health professionals?

14 620. Considering that SRA is treating teenage girls presenting with a myriad of unique
15 mental health and behavioral challenges, vague, misleading and deceptive descriptions of
16 the qualifications, competencies, training, education and licensing of the mental health
17 professionals involved in the care of those minors can only be described as fraud.

18 621. In California, Jane Doe had access to the best mental health professionals. Her
19 treating therapist of two years was a well-respected and experienced woman with a PsyD.
20 The PsyD had a continual waiting list. Ms. Sweidy would never have agreed to have Jane
21 Doe treated by an unlicensed individual, much less at a program costing \$9,000 a month.

22 622. Post Induction Therapy is not mentioned.

23 623. “The purpose of the SRA program is to facilitate the changes necessary for your
24 family to functionally support and relate to each other.” This statement is simply a lie.
25 The purpose of the SRA program is to convince parents and students that pretty lies are
26 preferable to ugly truths.

27 624. In reality, ugly truths are preferable to pretty lies.

28 625. “Spring Ridge Academy is governed by the Arizona Revised Statutes for reporting

1 abuse or neglect of a minor by persons within or outside the family.” That is true.

2 However, SRA routinely fails to report abuse of minors, in any form, particularly if the
3 abuse is being perpetrated or was perpetrated by the person paying their \$9,000 a month
4 tuition.

5 626. Ms. Sweidy personally observed this with Jane Doe. The internet stories confirm
6 this pattern of neglect of minors and failure to report abuse of minors.

7 627. “SRA will release no information without a HIPAA compliant release from you, the
8 parents/legal guardians. The only exception to this policy shall be documentation
9 summoned via court order.” This statement is simply a lie.

10 628. SRA released Ms. Sweidy’s Confidential Application for Jane Doe to Mr. Stata,
11 Ms. Sweidy’s ex-husband. That Application, containing Confidential Treatment
12 Information and Ms. Sweidy and Jane Doe’s social security numbers, made its way into
13 the public Sweidy Stata Family Law case in California.

14 629. SRA released information about Jane Doe to Dr. Mark Burdick on at least two
15 occasions, including after Ms. Sweidy specifically instructed SRA to Cease and Desist.

16 630. SRA conspired with Mr. Stata and Dr. Mark Burdick to defraud the California
17 Family Law Court to keep Jane Doe enrolled at SRA, against Ms. Sweidy’s wishes.

18 631. SRA conspired with Mr. Stata and Dr. Mark Burdick to switch custody of Jane Doe
19 from Ms. Sweidy to Mr. Stata.

20 632. SRA violated the letter and the spirit of Arizona licensing rules and regulations, in
21 their entirety, including, but not limited to:

22 9 A.A.C. 10, Article 1; and

23 9 A.A.C. 10, Article 7.

24 633. Those violations occurred in every aspect and all facets of Jane Doe’s enrollment at
25 SRA. Those violations occurred at all times of Jane Doe’s association, of any kind, with
26 SRA, continuing to the present.

27 634. The actions of SRA caused Ms. Sweidy pain, suffering, humiliation, emotional
28 distress, loss in the value of the educational and therapeutic services contracted for, a

1 disruption in, interference with and ultimately termination of Ms. Sweidy’s parental
2 custody rights, financial loss (including, but not limited to, attorneys’ fees and expert fees),
3 lost opportunity costs and personal property value loss.

4 **VI.**

5 **CAUSES OF ACTION**

6 **ACTUAL AND CONSTRUCTIVE FRAUD**

7 635. Plaintiff Ms. Sweidy incorporates by reference all of the above stated allegations as
8 though fully set forth herein and states: The actionable conduct described in this Section,
9 unless stated otherwise, is alleged against all the Defendants for both their individual acts
10 and omissions as well as their joint conduct acting in concert within SRA Defendant.

11 636. Defendants owed a fiduciary duty to Ms. Sweidy to disclose all material facts
12 within their knowledge to Ms. Sweidy as an evidenced-based therapy provider to both the
13 student and parent as advertised in the Parent Manual which states: “Family therapy occurs
14 in conjunction with individual therapy to resolve conflict, improve communication,
15 develop a system of trust and support.”

16 637. Defendants misrepresented in the Parent Manual that the SRA community “creates
17 an atmosphere of safety, support and respect to encourage students to be mindful of their
18 beliefs, feelings, and patterns of behavior, to understand the impact of these patterns, and
19 to purposely redirect new patterns.”

20 638. Defendants misrepresented that the SRA community “provides day-to-day structure
21 and guidance to assist with the development and practice of the skills necessary to
22 integrate effectively into the real world.”

23 639. As fiduciaries of Ms. Sweidy, a family therapy participant, Defendants, individually
24 and collectively, acting through SRA, owed a duty to Ms. Sweidy to inform her of the
25 facts that assurances in the Parent Manual and Enrollment Agreement relied upon by Ms.
26 Sweidy in her enrollment decision were false and known to be false by Defendants.

27 640. The SRA Enrollment Agreement, a contract, entered between Ms. Sweidy and SRA
28 stated that The Sponsor(s) [Ms. Sweidy] hereby agree that SRA and its staff operate in

1 behalf of, and as agents for, the Sponsor(s).

2 641. Defendants, with knowledge of the falsity of representations in the Parent Manual,
3 breached their fiduciary duty to deal in utmost good faith with Ms. Sweidy and failed to
4 disclose to her material facts.

5 642. Defendants were aware of and consciously disregarded a substantial and
6 unjustifiable risk that harm would occur when they concealed:

7 a) that SRA operated by said Defendants frequently was staffed by unqualified
8 individuals and operated in violation of the Arizona Administrative Code Title 9
9 Chapter 10 Section R9-10-115;

10 b) that the school supervision and safety standards were below the child safety
11 standards that would reasonably be anticipated and subject of multiple state
12 licensing violations in 2017 and 2019 including failures with supervision of
13 students, failures to have proper medical staff supervision of administration of
14 medication, failure to have a disaster plan, failure to have proper records and failure
15 to notice consumers how to make an appeal;

16 c) that the day to day structure at SRA created anxiety, destroyed relationships and
17 connections between the student and the outside world and family by methods that
18 included attack experimental therapy not approved by Ms. Sweidy, and utilized
19 routine abuse including denial of food, bathroom privileges, phone privileges,
20 parental visits, isolation, bullying, peer shaming, violence, privacy violations and
21 manipulation in violation of Arizona Administrative Code Title 9 Chapter 10
22 Sections R9-10-711(B)(2)(a-e, h, m(I) and m(iii)), R9-10-711(B)(3),
23 R9-10-711(E)(2)(a, b), and R9-10-711(E)(7-12);

24 d) that past SRA employees and students were traumatized by their experience with
25 public shaming methods used routinely at SRA; and

26 e) that the therapy used at SRA was the subject of multiple lawsuits alleging abuse.

27 643. Defendants represented in the SRA Parent Manual that SRA was a family therapy
28 model. The first line of the Parent Manual has an introduction signed by Brandon

1 Courtney that reads, “Welcome to Spring Ridge Academy - a unique and comprehensive
2 family systems program.” The same introduction ends with the line. “We are here to serve
3 you, your daughter, and your family.” The Parent Manual in detail emphasizes the family
4 therapy and states:

5 to promote long term therapeutic success, Spring Ridge believes patterns of
6 behavior within family dynamics must be explored. Family therapy occurs in
7 conjunction with individual therapy to resolve conflict, improve communication,
develop a system of trust and support, increase connection, and practice effective
boundaries and limit setting by parents.

8 644. The family therapy model was especially attractive to Ms. Sweidy, who chose SRA
9 based on its representations that the facility served families, not just enrolled students, and
10 that the parents were required to participate in seminars and therapy. Ms. Sweidy relied
11 upon the representations that “family therapy would be provided to resolve conflict,
12 improve communication, develop a system of trust and support, increase connection, and
13 practice effective boundaries and limit setting by parents.”

14 645. SRA represented further in the Parent Manual that therapy used at SRA was
15 evidence-based and that the SRA Vision is “a therapeutic program which includes, but is
16 not limited to individual, group, and family therapy and a family systems approach that
17 establishes a conducive home and transition environment.” “Each student and family has a
18 treatment team comprised of the therapist, two teachers, a CLD, and several Community
19 Coach Staff members.”

20 646. Based on representation that SRA was a family therapy program, Ms. Sweidy
21 enrolled her daughter, supplied confidential information for the purposes of family
22 therapy, and participated in group therapy mandated at the Parent Challenge Workshop.

23 647. SRA failed to disclose that confidential information about the family supplied by
24 Ms. Sweidy would be used to publicly ridicule Ms. Sweidy at the Parent Challenge
25 Workshop in front of other parents.

26 648. SRA failed to disclose that Ms. Sweidy’s confidential submission that included
27 family information along with her social security number and Jane Doe’s social security
28 number would be furnished by SRA for use in public court proceedings with the intent to

1 break down trust within the family and exploit the information received to instigate
2 renewed family law litigation for the sole purpose of securing funding for SRA.

3 649. Ms. Sweidy was forced to hire attorneys and experts to investigate and
4 communicate with SRA and Defendants, to secure redaction of her private information, to
5 obtain orders requiring SRA to provide Ms. Sweidy contact with Jane Doe while enrolled
6 at SRA, causing Ms. Sweidy to suffer damages in excess of \$200,000.

7 650. Ms. Sweidy relied on the protections provided in SRA Statement of Residents'
8 Rights in the Parent Manual that state as follows:

9 2. A resident is not subjected to:

- 10 a. Abuse;
- 11 b. Neglect;
- 12 c. Exploitation;
- 13 d. Coercion;
- 14 e. Manipulation;
- 15 f. Sexual abuse;
- 16 g. Sexual assault;
- 17 h. Seclusion;
- 18 I. Restraint, if not necessary to prevent imminent harm to self or others;
- 19 j. Retaliation for submitting a complaint to the Department or another entity;
- 20 k. Misappropriation of personal and private property by a behavioral health
21 residential facility's personnel members, employees, volunteers, or students;
- 22 l. Discharge or transfer, or threat of discharge or transfer, for reasons
23 unrelated to the resident's treatment needs, except as established in a fee
24 agreement signed by the resident or the resident's representative; or
- 25 m. Treatment that involves the denial of:
 - 26 I. Food,
 - 27 ii. The opportunity to sleep, or;
 - 28 iii. The opportunity to use the toilet;

3. Except as provided in (3.f.i.ii.iii.) below, and unless restricted by the resident's
representative, is allowed to:

- 20 a. Associate with individuals of the resident's choice, receive visitors, and
21 make telephone calls during the hours established by the behavioral health
22 residential facility;
- 23 b. Have privacy in correspondence, communication, visitation, financial
24 affairs, and personal hygiene; and
- 25 c. The use of bulletin boards; and
- 26 d. Mail and telephone usage as defined; and
- 27 e. Unless restricted by a court order, send and receive uncensored and
28 unopened mail; and
- 29 f. If the therapist, at the direction of the clinical director, determines that a
resident's treatment requires the behavioral health residential facility to
restrict the resident's ability to participate in the activities in (3.a.b.c.d.), the
therapist (under direction of the clinical director) shall comply with the
following requirements:
 - 30 I. Document a specific treatment purpose in the resident's medical
31 record that justifies restricting the resident from the activity that
32 includes a time frame in the care plan, and the restriction is reduced

1 or eliminated as soon as it is no longer therapeutically indicated, and
2 ii. Inform the resident or resident's representative of the reason why
3 the activity is being restricted, and
4 iii. Inform the resident or resident's representative of the resident's
5 right to file a complaint and the procedure for filing a complaint.

6 651. Contrary to the representations made in the Parent Manual, SRA denied Jane Doe
7 phone privileges, privacy in communication and the opportunity to receive visitors without
8 documenting a specific treatment purpose in the resident's medical record that justifies
9 restricting the resident from those activities activity, informing the resident or resident's
10 representative of the reason why the activity is being restricted, and without informing the
11 resident or resident's representative of the resident's right to file a complaint and the
12 procedure for filing a complaint in violation of Arizona Administrative Code Title 9
13 Chapter 10 Sections R9-10-711(D) and R9-10-711(C)(1-3).

14 652. The isolation, coercion and manipulation of Jane Doe and attack therapy imposed
15 by Defendants on both Jane Doe and Ms. Sweidy caused the disruption in the parent child
16 relationship and severe emotional distress to Ms. Sweidy.

17 653. Defendants prepared no records whatsoever regarding Jane Doe's or Ms. Sweidy's
18 treatment while at SRA.

19 654. SRA represented in its Parent Manual that "In addition to cognitive based therapies,
20 Spring Ridge uses evidence-based modalities and treatments such as EMDR, Somatic
21 based therapies, and Post Induction Therapy to resolve issues related to trauma."

22 655. Ms. Sweidy relied on representations in the Parent Manual and directly from Kate
23 Deily that multiple evidence-based treatments were available at SRA and that her daughter
24 would not be forced into a one-size-fits-all treatment plan.

25 656. SRA misrepresented the existence of the availability of multiple treatment
26 modalities and did not inform Ms. Sweidy that contact with her daughter while a resident
27 would be conditioned on Ms. Sweidy's participation in abusive and coercive Post
28 Induction Therapy and Lifespring-based workshops.

657. Defendants knew that the phrase "evidence-based" is a term of art in the
psychological community with a specific definition and that Post Induction Therapy is not

1 evidence-based.

2 658. Defendants knew that SRA’s Teen Challenge Workshop and Parent Challenge
3 Workshop were based on Lifespring seminars, which were the subject of multiple
4 lawsuits.

5 659. Defendants knew that Lifespring seminars are part of a larger movement called
6 Large Group Awareness Training, which has not been recognized as effective by the
7 psychological community when practiced on adults, with no studies having been
8 conducted on the use of such practices on minors.

9 660. Defendants knew that Large Group Awareness Training is presented to the public
10 under many names and many organizations, including Werner Erhard’s EST movement
11 and The Peoples Temple Agricultural Project, better known by its informal name
12 “Jonestown,” in Guyana, under the leadership of Jim Jones, which was described by Jack
13 Cashill on November 16, 2012, in Americanthinker.com as follows: “What they
14 discovered was a South American gulag equal parts Werner Erhard and Pol Pot.”

15 661. Defendants knew and concealed from Ms. Sweidy that Post Induction Therapy and
16 Lifespring-based workshops involve attack, manipulation and coercion, none of which is
17 recognized as a legitimate therapeutic technique and all of which have been the basis for
18 numerous lawsuits alleging long-term psychological harm and even death.

19 662. Defendants denied visits and telephone contact between Ms. Sweidy and her
20 daughter based on Ms. Sweidy’s questioning of the behavior Ms. Sweidy witnessed at the
21 Parent Challenge Workshop, Ms. Sweidy’s disapproval of Post Induction Therapy and
22 refusal to comply with completing the Pia Melody workbook, and Ms. Sweidy’s
23 publication in Family Law Court filings of abuse that Jane Doe witnessed at SRA and
24 disclosed to Ms. Sweidy on January 22, 23 and 24, 2020.

25 663. Defendants initiated “emergency” Family Law Court litigation by supplying Ms.
26 Sweidy’s ex-husband with declarations from SRA employees and Ms. Sweidy’s
27 confidential therapy application.

28 664. Defendants retaliated against Jane Doe for providing witness information in the

1 “emergency” Family Law hearing where she reported her observations at SRA of public
2 shaming of students, her experience with denial of bathroom privileges, her experience
3 being denied medical care and contact with her parents during a two-week bout with
4 severe diarrhea that kept her out of class and her reports that the water at SRA was
5 contaminated.

6 665. Defendants socially accosted Jane Doe with public berating and shaming to punish
7 her for Ms. Sweidy’s acts in removing her from SRA and denied Jane Doe the ability to
8 communicate by telephone with Ms. Sweidy without a witness.

9 666. Defendants retaliated against Jane Doe in Family Law Court for reporting abuse, in
10 violation of Arizona Administrative Code Title 9 Chapter 10 Section R9-10-711(B)(2)(j).

11 667. SRA represented in its Parent Manual that Ms. Sweidy would be included in the
12 development of a Master Treatment Plan as required under Arizona law which grants Ms.
13 Sweidy’s authority to refuse administration of experimental treatment of her daughter with
14 Post Induction Therapy and to be informed of the requirements necessary for the resident’s
15 transfer to a less restrictive physical environment. R9-10-711(E)(7-12).

16 668. The Enrollment Agreement entered between Ms. Sweidy and SRA states:

17 SRA is licensed by the State of Arizona as a Behavioral Health Residential Facility
18 (License #BH-1721) under Rules and Regulations of the Arizona Department of
19 Health Services. The Sponsor(s) hereby agree that SRA and its staff operate on
20 behalf of, and as agents for, the Sponsor(s). The Sponsor(s) affirm they are the legal
Guardian(s) of the Student. Sponsor(s) expressly desire to contract for enrollment
of the Student in Spring Ridge Academy.

21 669. Arizona Administrative Code in section: R9-10-307 provides as follows:

22 An administrator shall ensure that:

23 1. A patient is admitted based upon the patient’s presenting behavioral health issue
24 and treatment needs and the behavioral health inpatient facility’s ability and
25 authority
to provide physical health services, behavioral health services, and ancillary
services consistent with the patient’s treatment needs; and

26 10. Except when a patient needs crisis services, a behavioral health assessment of a
27 patient is completed to determine the acuity of the patient’s behavioral health issue
28 and to identify the behavioral health services needed by the patient before treatment
for the patient is initiated and
whenever the patient has a significant change in condition or experiences an event
that affects treatment;

1 670. Arizona Administrative Code in Section R9-10-308 entitled Treatment Plan
2 provides as follows:

- 3 A. Except for a patient admitted to receive crisis services or as provided in
4 R9-10-315(E) or (F), an administrator shall ensure that a treatment plan is
developed and implemented for a patient that:
- 5 1. Is based on the behavioral health assessment and ongoing changes to the
behavioral health assessment of the patient;
 - 6 2. Is completed:
 - 7 a. By a behavioral health professional or by a behavioral health
technician under the clinical oversight of a behavioral health
8 professional, and
 - 9 b. Before the patient receives treatment;
 - 10 3. Is documented in the patient's medical record within 24 hours after the
patient first receives treatment;
 - 11 4. Includes:
 - 12 a. The patient's presenting issue, including the acuity of the patient's
presenting issue;
 - 13 b. The behavioral health services and physical health services to be
provided to the patient;
 - 14 c. The signature of the patient or the patient's representative and date
signed, or documentation of the refusal to sign;
 - 15 d. The date when the patient's treatment plan will be reviewed;
 - 16 e. If a discharge date has been determined, the treatment needed after
discharge; and
 - 17 f. The signature of the personnel member who developed the
treatment plan and the date signed;
 - 18 5. If the treatment plan was completed by a behavioral health technician, is
reviewed and signed by a behavioral health professional within 24 hours
19 after the completion of the treatment plan to ensure that the treatment plan
identifies the acuity of the patient and meets the patient's treatment needs;
20 and
 - 21 6. Is reviewed and updated on an on-going basis:
 - 22 a. According to the review date specified in the treatment plan,
 - 23 b. When a treatment goal is accomplished or changes,
 - 24 c. When additional information that affects the patient's behavioral
health assessment is identified, and
 - 25 d. When a patient has a significant change in condition or experiences
an event that affects treatment.

22 671. Arizona Administrative Code in Section R9-10-308 entitled Treatment Plan
23 provides as follows:

- 24 B. An administrator shall ensure that:
- 25 1. A request for participation in developing a patient's treatment is made to
the resident or the resident's representative,
 - 26 2. An opportunity for participation in developing the patient's treatment plan
is provided to the patient or the patient's representative; and
 - 27 3. The request in subsection (B)(1) and the opportunity in subsection (B)(2)
are documented in the patient's medical record.

28 672. Furthermore, Arizona Administrative Code in Section R9-10-716c requires that

1 any personnel member providing counseling that addresses a specific type of behavioral
2 health issue has the skills and knowledge necessary to provide the counseling that
3 addresses the specific type of behavioral health issue; and that:

- 4 Each counseling session is documented in a resident's medical record to include:
- 5 a. The date of the counseling session;
 - 6 b. The amount of time spent in the counseling session;
 - 7 c. Whether the counseling was individual counseling, family counseling, or
8 group counseling;
 - 9 d. The treatment goals addressed in the counseling session; and
 - 10 e. The signature of the personnel member who provided the counseling and
11 the date.

12 673. The SRA Parent Manual states:

13 The master treatment plan is developed during the first month of enrollment. While
14 developing the master treatment plan, your daughter is seen weekly for individual
15 therapy. You will have weekly sessions with the therapist. The goal in all of these
16 sessions is to establish relationship and rapport, creating a timeline while collecting
17 historic information, developmental assessment, and bringing forward recent
18 therapy from previous placements. After the first month, family therapy with your
19 daughter will begin. Out of the master treatment plan specific therapeutic
20 modalities and interventions will be identified. The plan for style and frequency of
21 family therapy will be designed. You will have weekly contact with your therapist.

22 674. Contrary to the representations in the Parent Manual and the requirements of
23 Arizona law, Defendants did not provide Ms. Sweidy with the referenced weekly sessions
24 with the therapist the first month of enrollment and a Master Treatment Plan was emailed
25 to Ms. Sweidy by Veronica Borges, who Ms. Sweidy had never met.

26 675. Contrary to the representations in the Parent Manual, Veronica Borges represented
27 that all SRA students were required to participate in Post Induction Therapy.

28 676. The Master Treatment Plan prepared by Veronica Borges was unsupported and
made no reference to a review of prior therapy or a timeline of historic information.

677. No individualized plan for a style and frequency of family therapy was ever
designed and/or implemented while Jane Doe was enrolled at SRA.

678. No opportunity was provided to Ms. Sweidy to participate in developing a
Treatment Plan as required by Arizona law.

679. SRA cut off all contact between mother and child, in violation of Arizona licensing
regulations, which they themselves acknowledge govern their facility.

1 680. Defendants never documented a specific treatment purpose in Jane Doe’S medical
2 records that justified restricting her contact with her mother.

3 681. Defendants did not inform Ms. Sweidy of her right to file a complaint and the
4 procedure for filing a complaint.

5 682. Ms. Sweidy was forced to incur attorneys’ fees to learn her rights to make
6 complaints with the State of Arizona regarding the licensing violations.

7 683. Defendants failed to document reasons to isolate Jane Doe with restriction of
8 telephone calls and visits in compliance with Arizona state regulations reflected in the
9 terms of their Parent Manual, which require clinical director written approval of a care
10 plan, justification and a time limit.

11 684. Defendants and SRA did not make Jane Doe’S treatment records available upon
12 request as required by Arizona Administrative Code Title 9 Chapter 10 Section
13 R9-10-712(A)(5).

14 685. Defendants failed to document Jane Doe’s specific type of behavioral issue for
15 which she was receiving counseling and failed to provide a personnel member with the
16 skills and knowledge necessary to provide the counseling that addresses that specific type
17 of behavioral issue, in violation of R9-10-716(C)(1).

18 686. Defendants failed to document Jane Doe’s counseling sessions in her medical
19 records including the date of the counseling session, the amount of time spent in the
20 counseling session, whether the counseling was individual, family or group, the treatment
21 goals addressed in the counseling session and the signature and date of the personnel
22 member providing the counseling, in violation of R9-10-716(C)(2).

23 687. Defendant SRA was unjustly enriched with \$9,000 a month they benefitted from
24 based on their acts of misrepresentation and concealment and child custody interference
25 that they directed at Ms. Sweidy, the sole custodian for Jane Doe.

26 688. SRA’s isolation tactics and interference with Ms. Sweidy’s custodial rights to have
27 contact with her daughter and direct her medical care intensified with the onset of the
28 COVID-19 Global Pandemic.

1 689. Ms. Sweidy seeks compensation or all the losses caused by Defendants' conduct,
2 including damages for pain, suffering, humiliation and inconvenience, as well as for
3 pecuniary losses.

4 690. Ms. Sweidy expended her own time and effort trying to obtain the truth of what was
5 happening to her daughter and other families at SRA.

6 691. Ms. Sweidy had to retain attorneys to pursue legal action to obtain court orders
7 directing contact with her daughter and access to information on her daughter's medical
8 care and physical safety during a Global Pandemic.

9 692. Ms. Sweidy had to expend her own time and effort as an attorney and retain experts
10 and attorneys to educate the court on the practices employed at SRA.

11 693. Ms. Sweidy had to expend her own time and effort to secure the school's academic
12 calendar.

13 694. Ms. Sweidy has spent time and attorneys' fees in attempt to obtain school academic
14 records and counseling records that were non-existent, yet required to be maintained under
15 Arizona law.

16 695. Ms. Sweidy has had to expend money for reconnection therapy with her daughter.

17 696. Ms. Sweidy has suffered the loss and alienation of affection of her daughter due to
18 SRA's methods employed to alienate the daughter from her mother.

19 697. Defendants have engaged in a pattern of custodial interference in violation of
20 A.R.S. 13-1302.

21 698. Despite custody orders in existence at all relevant times, Defendants denied Ms.
22 Sweidy access to her child through private telephone calls, video calls, and in-person visits
23 after Ms. Sweidy, the sole legal custodian, placed her daughter in the program.

24 699. Defendants were not legal custodians of Ms. Sweidy's daughter and committed a
25 class 3 felony under A.R.S. 13-1302. Defendants were not the agents of Ms. Sweidy, Ms.
26 Sweidy having rescinded her contract with SRA on February 3, 2020, when Ms. Sweidy
27 removed Jane Doe from SRA, and committed a class 3 felony under A.R.S. 13-1302.

28 700. Defendants have engaged in a pattern of isolating minor children from their

1 custodial parents by monitoring their mail, limiting their in-person visits, and monitoring
2 their phone calls without the documents justification as required by Arizona state licensing
3 regulations in order to prevent them from making witness disclosures to Family Law
4 Courts.

5 701. Defendants have engaged in a pattern of securing contracts with the parents of their
6 students through fraudulent emails, literature and advertisements about their specialty
7 services that include family therapy and a college prep education. They promote and
8 advertise SRA as an evidenced-based therapy program for the purpose of recruiting more
9 children for attendance, where they engage in a pattern of isolating students from their
10 parents to aid in concealing their deceit and fraud and to interfere with the student's
11 witness testimony in legal proceedings filed in reference to the abuse. Such conduct is in
12 violation of 18 U.S.C. § 1461.

13 702. Because the stated adverse facts were true and relevant and the absence of these
14 adverse facts was relied on by Ms. Sweidy, the Defendants had a duty to disclose these
15 conditions.

16 703. By reason of the failure to make these disclosures to Ms. Sweidy, and the resulting
17 detrimental reliance thereon, Defendants, individually, and SRA are guilty of actual and
18 constructive fraud. The misrepresentations, and misrepresentations by silence, who made
19 them, and the approximate times they were made are set out in the preceding paragraphs.

20 704. Defendant Kate Deily made the intentional misrepresentations to Ms. Sweidy in
21 order to induce her to enroll her daughter at SRA and sign the Enrollment Agreement that
22 obligated her to pay \$9,000 to SRA.

23 705. In many cases, Defendants actually made the misrepresentations. Where known,
24 they are identified by name in the preceding paragraphs. Other Defendants also either
25 made such representations or knew they were being made by authorized agents and
26 managers within SRA.

27 706. Because all Defendants acted in concert, they are all liable for the
28 misrepresentations alleged herein.

1 707. Ms. Sweidy relied on these representations to her detriment.

2 708. Ms. Sweidy and her child were emotionally harmed by SRA, and Ms. Sweidy was
3 defrauded of money by paying for what was represented to be quality care, services, and
4 facilities, but such was never received by her child.

5 709. Defendants knew when they made these representations to her that they were false
6 or at least misleading statements made to induce her to place and maintain her child at
7 SRA in order to secure the monthly fees that the parents paid.

8 710. Upon information and belief, the Defendants were aware that SRA was not safe,
9 that the students being harmed emotionally, physically, medically, and educationally.

10 711. Ms. Sweidy relied upon the Parent Manual, emails, telephone conversations and in
11 person statements that were “false and material representations, and made with knowledge
12 of its falsity or ignorance of its truth, with intent that the hearer would act upon the
13 representation in a reasonably contemplated manner,” and that Ms. Sweidy, “ignorant of
14 the falsity of the representation, rightfully relied upon the representation and was thereby
15 damaged.”

16 712. Ms. Sweidy seeks compensation or all the losses caused by Defendants’ conduct,
17 including damages for pain, suffering, humiliation and inconvenience, as well as for
18 pecuniary losses.

19 713. Defendants intended to injure Ms. Sweidy; were motivated by spite or ill will; or
20 the Defendants, not intending to cause the injury, consciously pursued a course of conduct
21 knowing it created a substantial risk of significant harm to others; and Defendants’
22 conduct was so outrageous or egregious that it can be assumed he intended to injure or
23 consciously disregarded the substantial risk of harm created by his conduct.

24 714. Ms. Sweidy seeks punitive damages to address the outrageous and egregious
25 conduct.

26 **CONSUMER FRAUD**

27 **[A.R.S. § 44-1522(A)]**

28 715. Ms. Sweidy incorporates by reference all of the above stated allegations as though

1 fully set forth herein. The actionable conduct described in this Section, unless stated
2 otherwise, is alleged against all the Defendants for both their individual acts and omissions
3 as well as their joint conduct acting in concert within SRA Defendant.

4 716. Defendants used deception in advertising and making representations that the
5 therapy services provided by SRA was evidenced-based and customized, that SRA was a
6 college prep school and that the school provided family therapy.

7 717. Defendants used deception, used a deceptive act or practice, used fraud, used false
8 pretense, made a false promise, made a misrepresentation, or conceal, suppressed or
9 omitted a material fact in connection with the sale or advertisement of merchandise; the
10 Defendants intended that others rely upon the Defendants' unlawful practice; and Ms.
11 Sweidy suffered damages as a result of relying on the Defendants' unlawful practice;
12 including out of pocket expenses and loss of the value of education and treatment for her
13 daughter that she bargained for.

14 718. The Defendants' statements, SRA advertising communications and Parent Manual
15 have a "'tendency and capacity' to convey misleading impressions to consumers even
16 though interpretations that would not be misleading also are possible."

17 719. Defendants' deceptive actions in their advertising resulted in mother, as sole
18 custodian, contracting for her daughter's enrollment.

19 720. The level of deception was extreme.

20 721. This deceptive practice constitutes wanton or reckless conduct, spite or ill-will, or a
21 reckless indifference to the interests of others.

22 722. Ms. Sweidy seeks compensation or all the losses caused by Defendants' conduct,
23 including damages for pain, suffering, humiliation and inconvenience, as well as for
24 pecuniary losses.

25 723. Ms. Sweidy expended her own time and effort trying to obtain the truth of what was
26 happening to her daughter and other families at SRA.

27 724. Ms. Sweidy has suffered the loss and alienation of affection of her daughter due to
28 SRA's methods employed to alienate the daughter from her mother.

1 725. Defendants were aware of and consciously disregarded a substantial and
2 unjustifiable risk that harm would occur when they misrepresented the services provided
3 by SRA and concealed the truth of student and parent treatment at SRA, as detailed in the
4 preceding paragraphs.

5 726. Defendants intended to injure Ms. Sweidy; were motivated by spite or ill will; or
6 the Defendants, not intending to cause the injury, consciously pursued a course of conduct
7 knowing it created a substantial risk of significant harm to others; and Defendants’
8 conduct was so outrageous or egregious that it can be assumed he intended to injure or
9 consciously disregarded the substantial risk of harm created by his conduct.

10 727. Ms. Sweidy seeks punitive damages to address the outrageous and egregious
11 conduct.

12 **BREACH OF CONTRACT/BREACH OF WARRANTY**

13 728. Ms. Sweidy incorporates by reference all of the above stated allegations as though
14 fully set forth herein.

15 729. Defendants acted within the scope of their employment as “agents, servants, or
16 employees” of SRA.

17 730. At the time that the Defendant SRA accepted Jane Doe into SRA operated by
18 Defendants and collected payment from Plaintiff Kimberly Sweidy, Defendants did, by
19 both their conduct and verbal statements, expressly and impliedly agree and warrant, in
20 exchange for valuable consideration, to provide good quality child care, schooling, family
21 therapy and education, boarding services in a safe, nurturing environment, such that Ms.
22 Sweidy and her daughter would be supplied evidence-based family therapy and a college
23 prep curriculum.

24 731. Defendants breached the agreement they entered with Ms. Sweidy and as a result,
25 Ms. Sweidy suffered out of pocket loss and the loss of a value of the education and therapy
26 she bargained for as set forth in the Parent Manual, Enrollment Agreement, and
27 communications from Defendants.

28 732. Implied in the contract for out of state residential placement of youth is the demand

1 for reasonable competence of the facility.

2 733. The treatment that Ms. Sweidy and Jane Doe received while at SRA was
3 incompetent and abusive and not the therapy and education described in the Parent Manual
4 and Enrollment Agreement and representations from Defendants.

5 734. The methods used in the Parent Challenge, described in more detail in the
6 preceding paragraphs, used by Defendants during student workgroups and, daily, as a part
7 of student residential life included public ridicule and shaming, violence, yelling and
8 abuse.

9 735. Defendants were bound to refrain from any action which would impair the benefits
10 which Ms. Sweidy had the right to expect from the contract or the contractual relationship.

11 736. Defendants acted to impair the benefits Ms. Sweidy was to receive under the
12 contract which included Ms. Sweidy's participation in family therapy plan.

13 737. In contracting for residential college prep setting that provided family therapy, Ms.
14 Sweidy sought a service, security, peace of mind, protection for her daughter and the
15 family relationships.

16 738. Ms. Sweidy's object in contracting for the services advertised by Defendants was
17 based on SRA's express covenant to provide evidenced-based family therapy and a
18 residential placement of her daughter for college prep-education in an environment
19 designed to "resolve conflict, improve communication, develop a system of trust and
20 support."

21 739. One of the benefits that flows from the SRA Enrollment Agreement and Parent
22 Manual is the parent's expectation that SRA company will not wrongfully deprive Ms.
23 Sweidy of the services for which she bargained or expose her to the catastrophe from
24 which she sought protection.

25 740. Defendants abused the contract for therapy to build trust and work with divorced
26 families in family therapy to support trust and turned it on its head.

27 741. Defendants instead caused conflict for all involved, including but not limited to the
28 following:

- 1 a) Defendants published private documents to facilitate court action by one
- 2 parent against the other for profit;
- 3 b) Defendants subjected Jane Doe to shaming at SRA after Jane Doe was
- 4 returned to SRA where she was publicly ridiculed in front of the entire
- 5 student body for her mother's actions in bringing a local law enforcement
- 6 escort to SRA to keep the peace when Ms. Sweidy removed Jane Doe from
- 7 SRA on February 3, 2020;
- 8 c) Defendants modified Jane Doe's curriculum impeding her progress toward
- 9 graduation and college;
- 10 d) Defendants denied Jane Doe medical care causing her to miss weeks of
- 11 school on end without informing Ms. Sweidy;
- 12 e) Defendants cut off all contact between Jane Doe and her mother in violation
- 13 of Arizona law; and
- 14 f) Defendants acted to impair the right of Ms. Sweidy to receive the benefits
- 15 under the contract by cutting off all private communication between Ms.
- 16 Sweidy and her daughter in an effort to conceal abuse of her daughter.

17 742. Ms. Sweidy seeks compensation or all the losses caused by Defendants' conduct,
18 including damages for out-of-pocket losses incurred to uncover the breach of contract
19 which include attorneys' fees, experts' fees, travel expenses, tuition, payment for supplies,
20 room, board and compensation for Ms. Sweidy's time and energy expended in sum in
21 excess of \$200,000.

22 743. Ms. Sweidy expended her own time and effort trying to obtain the truth of what was
23 happening to her daughter and other families at SRA.

24 744. Ms. Sweidy had to retain attorneys to pursue legal action to seek enforcement of the
25 terms of the contract that as a sponsor, Ms. Sweidy would have contact with her daughter
26 and access to information on her daughter's medical care and direct her physical safety
27 during a Global Pandemic.

28 745. Ms. Sweidy had to expend her own time and effort as an attorney and retain experts

1 and attorneys to educate herself on the concealed practices employed at SRA.

2 746. Ms. Sweidy had to expend her own time and effort to secure the school's Academic
3 Calendar.

4 747. Ms. Sweidy has spent time and attorneys' fees to obtain school academic records
5 and counseling records.

6 748. Defendants have refused to provide academic and counseling records for Jane Doe
7 to Ms. Sweidy, despite the language in the Parent Manual that such reports are kept by the
8 school.

9 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

10 749. Ms. Sweidy incorporates herein all her prior facts and allegations and states: The
11 actionable conduct described in this Section, unless stated otherwise, is alleged against all
12 the Defendants for both their individual acts and omissions as well as their joint conduct
13 acting in concert within SRA.

14 750. Defendants acted within the scope of their employment as "agents, servants, or
15 employees" of SRA.

16 751. Ms. Sweidy entered a contract with SRA for the enrollment of her daughter for a
17 college prep education and evidence-based individual and family therapy.

18 752. Implied in the contract for out of state residential placement of youth is the demand
19 for reasonable competence of the facility.

20 753. The treatment that Ms. Sweidy and Jane Doe received while at SRA was
21 incompetent and abusive.

22 754. The methods used in the Parent Challenge Workshop, Teen Challenge Workshop,
23 Action Workshop, student workgroups and student residential life included public ridicule
24 and shaming, violence, yelling and abuse.

25 755. Defendants were bound to refrain from any action which would impair the benefits
26 which Ms. Sweidy had the right to expect from the contract or the contractual relationship.

27 756. Defendants acted to impair the benefits Ms. Sweidy was to receive under the
28 contract which included Ms. Sweidy's participation in family therapy plan.

1 757. In contracting for residential college prep setting that provided family therapy, Ms.
2 Sweidy sought a service, security, peace of mind, protection for her daughter and the
3 family relationships.

4 758. Ms. Sweidy's objective in contracting for the services advertised by SRA is SRA's
5 express covenant to provide evidenced-based family therapy and a residential placement of
6 her daughter for college prep-education in an environment designed to "resolve conflict,
7 improve communication, develop a system of trust and support."

8 759. One of the benefits that flows from the SRA contract is the parent's expectation
9 that SRA company will not wrongfully deprive her of the services for which she bargained
10 or expose her to the catastrophe from which she sought protection.

11 760. As set forth in the preceding paragraphs, SRA abused the contract for therapy to
12 build trust and work with divorced families in family therapy to support trust and turned it
13 on its head.

14 761. Ms. Sweidy seeks compensation or all the losses caused by Defendants' conduct,
15 including damages for pain, suffering, humiliation and inconvenience, as well as for
16 pecuniary losses.

17 762. Ms. Sweidy expended her own time and effort trying to obtain the truth of what was
18 happening to her daughter and other families at SRA.

19 763. Ms. Sweidy had to retain attorneys to pursue legal action to obtain orders directing
20 contact with her daughter and access to information on her daughter's medical care and
21 physical safety during a Global Pandemic.

22 764. Defendants were aware of and consciously disregarded a substantial and
23 unjustifiable risk that harm would occur when they concealed:

24 (a) that SRA operated by said Defendants frequently was staffed by unqualified
25 individuals;

26 (b) that the school's standards were below the child safety standards that would
27 reasonably be anticipated and subject of multiple state licensing violations;

28 (c) that education of Ms. Sweidy's child would be minimal to non-existent;

1 (d) that Ms. Sweidy and Jane Doe may be harmed by the methods Defendants used
2 to isolate, demean, bully and shame the individual;

3 (e) that confidential information supplied by Ms. Sweidy would be made public;

4 (f) that information Ms. Sweidy supplied for purposes of her own participation in
5 family therapy and joint therapy would be made public;

6 (g) that the family and individual therapy was not evidence-based as advertised in
7 the Parent Manual; and

8 (h) that SRA and its treatment was not in compliance with the Arizona
9 Administrative Code as represented.

10 765. Defendants intended to injure Ms. Sweidy; were motivated by spite or ill will; or
11 the Defendants, not intending to cause the injury, consciously pursued a course of conduct
12 knowing it created a substantial risk of significant harm to others; and Defendants’
13 conduct was so outrageous or egregious that it can be assumed he intended to injure or
14 consciously disregarded the substantial risk of harm created by his conduct.

15 766. Ms. Sweidy seeks compensation for all the losses caused by Defendants’ conduct,
16 including damages for out-of-pocket losses incurred to uncover the breach of contract
17 which include attorneys’ fees, experts’ fees, travel expenses, tuition, payment for supplies,
18 room and board and compensation for Ms. Sweidy’s time and energy expended in sum in
19 excess of \$200,000.

20 767. Ms. Sweidy seeks punitive damages.

21 **RICO VIOLATIONS**

22 **[Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq]**

23 768. Ms. Sweidy incorporates herein all her prior facts and allegations as though fully
24 set forth herein and states: The actionable conduct described in this Section, unless stated
25 otherwise, is alleged against all the Defendants for both their individual acts and omissions
26 as well as their joint conduct acting in concert within SRA.

27 769. Defendants acted within the scope of their employment as “agents, servants, or
28 employees” of SRA and at all relevant times alleged herein received income derived from

1 their conduct.

2 770. This claim for relief is asserted against each Defendant and arises under the federal
3 Racketeer Influenced and Corruption Organizations (RICO) Act, 18 U.S.C. § 1961 et seq.
4 Defendants have violated 18 U.S.C. § 1962(a), (b), (c), and (d), as follows:

5 (a) It shall be unlawful for any person who has received any income derived,
6 directly or indirectly, from a pattern of racketeering activity ... to use or invest,
7 directly or indirectly,
8 any part of such income, or the proceeds of such income, in acquisition of any
9 interest in, or the establishment or operation of, any enterprise which is engaged in,
10 or the activities of which affect, interstate or foreign commerce

11 (b) It shall be unlawful for any person through a pattern of racketeering activity ...
12 to acquire or maintain, directly or indirectly, any interest in or control of any
13 enterprise which is engaged in, or the activities of which affect, interstate or foreign
14 commerce.

15 (c) It shall be unlawful for any person employed by or associated with any
16 enterprise engaged in, or the activities of which affect, interstate or foreign
17 commerce, to conduct or participate, directly or indirectly, in the conduct of such
18 enterprise's affairs through a
19 pattern of racketeering activity

20 (d) It shall be unlawful for any person to conspire to violate any of the provisions of
21 subsection (a), (b), or (c) of this section.

22 771. At all relevant times, each Defendant is considered a "person" subject to the RICO
23 Act, pursuant to 18. U.S.C. § 1961(3).

24 772. At all relevant times, Defendants constituted an "enterprise," pursuant to 18 U.S.C.
25 § 1961 (4). This enterprise is an ongoing organization that functions to maximize income
26 to SRA in concert to bilk parents out of their money, including, but not limited to the
27 parents' investments in their child's education and welfare.

28 773. The "racketeering activity," pursuant to 18 U.S.C. § 1961(1)(b), committed by

1 Defendants is related to 18 U.S.C. § 1343 (relating to wire fraud), 18 U.S.C. § 1957
2 (relating to engaging in monetary transactions in property derived from specified unlawful
3 activity), 18 U.S.C. § 1512 (relating to tampering with a witness, victim, or an informant),
4 and 18 U.S.C. § 1513 (relating to retaliating against a witness, victim, or an informant).

5 774. Defendants knowingly and intentionally failed to disclose material facts and
6 deliberately misrepresented material facts through their telephone conversations, emails,
7 publications, website and Parent Manual, which amounts to repeated violations of 18
8 U.S.C. § 1343.

9 775. Defendants have engaged in a pattern of fraud and isolation of children and their
10 parents with the intent to suppress witness participation in the courts that would reveal the
11 abuse inside their facilities.

12 776. Defendants have engaged in a pattern of custodial interference in violation of
13 A.R.S. 13-1302.

14 777. Despite custody orders in existence at all relevant times, Defendants denied Ms.
15 Sweidy access to her child through private telephone calls, video calls, and in person visits
16 after Ms. Sweidy, the sole legal custodian, placed her daughter in the program.

17 778. Defendants isolated the minor witness from her mother after it was reported in
18 California court documents that the minor complained she was denied medical care and
19 bathroom privileges and confined in a van while at SRA.

20 779. Defendants were not legal custodians of Ms. Sweidy's daughter and committed a
21 class 3 felony under A.R.S. 13-302. Defendants were not the agents of Ms. Sweidy, Ms.
22 Sweidy having rescinded her contract with SRA on February 3, 2020, when Ms. Sweidy
23 removed Jane Doe from SRA, and committed a class 3 felony under A.R.S. 13-1302.

24 780. Defendants have engaged in a pattern of isolating minor children from their
25 custodial parents by monitoring their mail, limiting their in person visits, and monitoring
26 their phone calls without the documents justification as required by Arizona state licensing
27 regulations in order to prevent them from making witness disclosures.

28 781. Defendants' have engaged in a pattern of securing contracts with parents of their

1 students through fraudulent literature and advertisements about their specialty services that
2 include family therapy and a college prep education. They promote and advertise SRA as
3 an evidenced-based therapy program for the purpose of recruiting more children for
4 attendance at SRA, where they engage in a pattern of abusing parents and children and
5 isolating students from their parents to aid in concealing their fraud and to interfere with
6 the student's witness testimony in legal proceedings filed in reference to the abuse, which
7 such conduct is in violation of 18 U.S.C. § 1461.

8 782. The Defendants knowingly engaged in monetary transactions in property that is of a
9 value greater than \$10,000 and is derived from specified unlawful activity, pursuant to 18
10 U.S.C. § 1957.

11 783. The acts that form a "pattern" of racketeering activity relate to the Defendants'
12 common objectives of maximizing the wealth of the owners, directors, and/or principals;
13 misleading the public and government regulators who bear responsibility for child welfare;
14 and suppressing the truth concerning the abuse and theft of property taking place at SRA.
15 These acts have had the same or similar purposes, results, participants, victims, and
16 methods of commission. The acts have been consistently repeated and are capable of
17 further repetition. Defendants' pattern of racketeering activity dates from at least 1997,
18 when SRA was founded, continues to the present, and threatens to continue in the future.

19 784. Defendants have used or invested their illicit proceeds, generated through the
20 pattern of racketeering activity, directly or indirectly in the acquisition of an interest in, or
21 establishment or operation of, SRA, in violation of 18 U.S.C. § 1962(a). Defendants' use
22 and investment of these illicit proceeds is for the specific purpose and has the effect of
23 suppressing and concealing information regarding the incidents of child abuse, theft of
24 property, and the failure to enhance the welfare and education of children at the boarding
25 schools, and in large part, to further their goals of recruiting more children to attend their
26 boarding schools and programs. Defendants used income derived from their pattern of
27 racketeering activities, as described above, in the operation of their businesses, the
28 activities of which affected interstate commerce.

1 785. The individual Defendants acquired and maintained control of SRA or are
2 employees and or agents of SRA, the activities of which affected interstate commerce, in
3 violation of 18 U.S.C. § 1962(b).

4 786. Each Defendant participated, directly or indirectly, in association with the other
5 Defendants' affairs through their pattern of racketeering activity, as described above, in
6 violation of 18 U.S.C. § 1962(c).

7 787. Each Defendant has conspired to violate 18 U.S.C. § 1962(a), (b), and (c) in
8 violation of 18 U.S.C. § 1962(d).

9 788. Ms. Sweidy has been injured by reason of Defendants' violations of 18 U.S.C. §
10 1962 in that Ms. Sweidy entered a contract to pay Defendants large amounts of money for
11 the promised care and welfare of her family and child, and has been required to incur
12 significant costs and expenses attributable to the abuse committed by the teachers,
13 supervisors, and staff at SRA; including tuition, room and board paid directly to SRA and
14 counseling fees, attorneys' fees and expert fees she has been forced to incur as a result of
15 the fraud, misrepresentations and custodial interference as well as the theft of the value of
16 Ms. Sweidy's daughter's work and educational opportunities. In absence of Defendants'
17 violations of 18 U.S.C. § 1962(c) and (d), these costs and expenses, as well as the theft of
18 Ms. Sweidy's property, would have been substantially reduced or eliminated altogether.

19 789. Under the provisions of 18 U.S.C. § 1964(c), Ms. Sweidy is entitled to bring this
20 action and to recover herein treble damages and court costs, which includes reasonable
21 attorney fees.

22 **NEGLIGENCE PER SE**

23 790. Ms. Sweidy incorporates herein all her prior facts and allegations and states: The
24 actionable conduct described in this Section, unless stated otherwise, is alleged against all
25 the Defendants for both their individual acts and omissions as well as their joint conduct
26 acting in concert within SRA.

27 791. Despite custody orders in existence at all relevant times, Defendants denied Ms.
28 Sweidy access to her child through private telephone calls, video calls, and in person visits

1 after Ms. Sweidy, the sole legal custodian, placed her daughter in the program.

2 792. Defendants had a duty to Ms. Sweidy, who contracted with SRA for family therapy.

3 793. Defendants had a duty to provide therapy and communication in compliance with
4 the Arizona Administrative code governing behavioral health facilities.

5 794. Defendants used confidential information to abuse Ms. Sweidy in a group setting
6 and isolated the minor witness from her mother after it was reported in California court
7 documents that the minor complained she was denied bathroom privileges and confined in
8 a van for an estimated four hours while at SRA.

9 795. Defendants were not legal custodians of Ms. Sweidy's daughter and committed a
10 class 3 felony under A.R.S. 13-302. Defendants were not the agents of Ms. Sweidy, Ms.
11 Sweidy having rescinded her contract with SRA on February 3, 2020, when Ms. Sweidy
12 removed Jane Doe from SRA, and committed a class 3 felony under A.R.S. 13-1302.

13 796. Defendants have engaged in a pattern of abusing parents and isolating minor
14 children from their custodial parents by monitoring their mail, limiting their in person
15 visits, and monitoring their phone calls without the documents justification as required by
16 Arizona state licensing regulations.

17 797. Ms. Sweidy has suffered out of pocket losses in excess of \$200,000, the loss of the
18 value of an education for her daughter and emotional distress as a result of the violation of
19 the A.R.S. 13-302 and the Arizona Administrative Code as set forth in the preceding
20 paragraphs.

21 798. Ms. Sweidy is a member of the class intended to be protected by A.R.S. 13-302.

22 799. Ms. Sweidy is a member of the class intended to be protected by the Arizona
23 Administrative Code.

24 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

25 800. Ms. Sweidy incorporates herein all her prior facts and allegations and states: The
26 actionable conduct described in this Section, unless stated otherwise, is alleged against all
27 the Defendants for both their individual acts and omissions as well as their joint conduct
28 acting in concert within SRA.

1 801. Defendants actions constitute extreme and outrageous conduct and intentionally or
2 recklessly caused emotional distress to Ms. Sweidy who suffered emotional distress.

3 Pankratz v. Willis, 155 Ariz. 8, 744 P.2d 1182 (1987).

4 802. Defendants unilaterally took action to abuse Ms. Sweidy in a large group setting as
5 set forth in detail in the preceding paragraphs and to further abuse her by interfering with
6 her custody, visits and phone calls with Jane Doe and the conduct was extreme and
7 outrageous. Kajtazi v. Kajtazi, 488 F. Supp. 15, 20 (E.D.N.Y. 1978); Raftery v. Scott, 756
8 F.2d 335 (4th Cir.1985); Sheltra v. Smith, 136 Vt. 472, 392 A.2d 431 (1978); Plante v.
9 Engel, 124 N.H. 213, 469 A.2d 1299, (1983).

10 803. Despite multiple written requests from Ms. Sweidy and her attorney, Defendants
11 refused to provide Ms. Sweidy with academic and therapeutic records for her daughter,
12 refused visits, unmonitored correspondence and unsupervised phone calls.

13 804. The isolation tactics began immediately upon Jane Doe'S return to SRA on
14 February 12, 2020, said return having been ordered by a California Family Law Court.

15 805. The retaliation against Ms. Sweidy and Jane Doe began with cutting off all
16 communication between Jane Doe and her mother that would reveal the abuse inside SRA.

17 806. Jane Doe was targeted for the isolation due to the reports she made to her mother
18 that were exposed in family law witness statements.

19 807. Ms. Sweidy repeatedly informed SRA in writing that she rescinded her contract
20 with SRA, as well as by her action in removing Jane Doe from SRA on February 3, 2020.

21 808. Defendants' actions in preventing Ms. Sweidy from direct contact with Jane Doe
22 was an interference with Ms. Sweidy's custodial rights.

23 809. On February 25, 2020, SRA's Erin Smith wrote: "**All telephonic and written**
24 **communication between Kimberly and Jane Doe will be monitored by SRA.**"

25 810. Defendants were ordered to allow mother equal access to Jane Doe.

26 811. Ms. Sweidy learned that SRA provided her ex-husband with in-person visits and
27 zoom calls.

28 812. Ms. Sweidy emailed school officials repeatedly that she wanted her daughter

1 returned home for medical reasons due to her viral illness and lack of adequate medical
2 care and COVID testing at the time in Mayer, Arizona.

3 813. Defendants refused to release Jane Doe or allow Ms. Sweidy to speak with Jane
4 Doe on the telephone privately regarding her illness.

5 814. The refusal was an interference with Ms. Sweidy's custodial rights as the sole legal
6 custodian for Jane Doe's medical care.

7 815. Rather than receiving a direct response to her emails, Ms. Sweidy would receive
8 school-wide emails that addressed the school's decision to keep the students despite the
9 Governor's Order closing schools.

10 816. On May 19, 2020, SRA sent a school-wide email with the following statement:

11 If you would like to have an area visit, we currently have two options that you can
12 pursue:

- 13 1. Come to Arizona and quarantine for two weeks.
- 14 2. Come to Arizona, quarantine for 5-7 days, get a COVID-19 test, and have
15 the visit when it comes back negative.

16 817. This directive made it such that a visit with Jane Doe was completely impractical
17 from every angle.

18 818. Ms. Sweidy enrolled Jane Doe at SRA based on the family component and the
19 family visits and SRA's accessibility via the Phoenix airport.

20 819. Ms. Sweidy relied upon written protocols when she surrendered her minor child to
21 a residential program out of state, believing that she would have ongoing communication
22 with her daughter and that the therapy was above the standard of care.

23 820. The abuse included manipulating a Global Pandemic to cancel promised visits
24 between the children and their parents.

25 821. An employee witness reported that Jane Doe was subject to a school-wide public
26 shaming exercise where Ms. Sweidy was ridiculed for removing Jane Doe from the school
27 with a sheriff escort.

28 822. Jane Doe evidenced trauma when the incident was discussed in reconnection
therapy to such a degree she could not discuss the incident.

1 823. Defendants singled out Ms. Sweidy for public humiliation and ridicule when she
2 established that she would not submit to the public shaming initiated by a staff group
3 leader, a past parent trained by SRA.

4 824. Jeannie Courtney, in response to Ms. Sweidy's interaction with the parent, publicly
5 subjected Ms. Sweidy to a statement that Ms. Sweidy was at fault for her divorce.

6 825. The efforts to shame Ms. Sweidy were made with the intention to emotionally
7 abuse Ms. Sweidy to the point of silence and submission.

8 826. Defendants' retaliation directed at Jane Doe with public shaming were done to
9 alienate Ms. Sweidy from the affections of her daughter and to sever the relationship
10 between mother and daughter.

11 827. Defendants were not legal custodians of Ms. Sweidy's daughter and committed a
12 class 3 felony under A.R.S. 13-302. Defendants were not the agents of Ms. Sweidy, Ms.
13 Sweidy having rescinded her contract with SRA on February 3, 2020, when Ms. Sweidy
14 removed Jane Doe from SRA, and committed a class 3 felony under A.R.S. 13-1302.

15 828. Defendants have engaged in a pattern of isolating minor children from their
16 custodial parents by monitoring their mail, limiting their in-person visits, and monitoring
17 their phone calls without the documents justification as required by Arizona state licensing
18 regulations.

19 829. Defendants intended to injure Ms. Sweidy; were motivated by spite or ill will; or
20 the Defendants, not intending to cause the injury, consciously pursued a course of conduct
21 knowing it created a substantial risk of significant harm to others; and Defendants'
22 conduct was so outrageous or egregious that it can be assumed he intended to injure or
23 consciously disregarded the substantial risk of harm created by his conduct.

24 830. Ms. Sweidy has suffered out of pocket losses in excess of \$200,000, the loss of the
25 value of an education for her daughter and severe emotional distress as a result of the
26 interference with Ms. Sweidy's custodial rights.

27 831. Defendants, by the conduct referenced in the preceding paragraphs, were aware of
28 and consciously disregarded a substantial and unjustifiable risk of harm.

1 832. Ms. Sweidy is entitled to punitive damages.

2 **CONVERSION**

3 833. Ms. Sweidy incorporates herein all prior facts and allegations and states: The
4 actionable conduct described in this Section, unless stated otherwise, is alleged against all
5 the Defendants for both their individual acts and omissions as well as their joint conduct
6 acting in concert within SRA Defendant.

7 834. Ms. Sweidy owns personal property that was delivered by Ms. Sweidy to SRA for
8 use by Jane Doe.

9 835. After Ms. Sweidy removed Jane Doe from SRA on Feb 3, 2020, Ms. Sweidy made
10 demand to Defendants accompanied by a full inventory of items delivered by Ms. Sweidy
11 for return of the property to Ms. Sweidy's California address.

12 836. Defendants did not return the property to Ms. Sweidy as demanded.

13 837. By Family Law Court Order, Jane Doe was returned to SRA on February 12, 2020,
14 and permanently removed from SRA on June 28, 2020.

15 838. Defendants did not return the property to Ms. Sweidy as previously demanded.

16 839. Defendants intentionally interfered with Ms. Sweidy's personal property.

17 840. The interference deprived Ms. Sweidy of possession or use of the personal property
18 in question.

19 841. Ms. Sweidy suffered out of pocket losses for the personal property items that were
20 not returned to her.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays that this Court enter judgment in her favor on every
23 claim

24 for relief set forth above and award her relief including, but not limited to, the following:

- 25 1. For general damages in an amount according to proof at trial, and beyond the
26 jurisdictional minimum of this Court;
- 27 2. For economic losses, in an amount according to proof at trial;
- 28 3. For repair, depreciation, and/or replacement of damaged, destroyed, and/or

1 lost personal property;

2 4. For interest upon any judgment entered as provided by law;

3 5. For an award to Plaintiff for her reasonable attorneys' fees and costs;

4 6. For punitive/exemplary damages;

5 7. For such other and further relief as the Court may deem just and proper; and

6 8. For an order that SRA disgorge profits.

7 Dated this 21st day of January, 2021.

8 By: /s/ Mara C. Smith Allard
9 Mara C. Smith Allard *pro hac vice*
10 Allard Smith APLC
11 5857 Owens Avenue, Suite 300
12 Carlsbad, CA 92008
13 SBN California 159294
14 Facsimile: (760) 683-6307
15 Email: mara@allardsmith.com
16 Telephone: (760) 448-6189
17 *Attorney for Plaintiff Sweidy*

18 and

19 *Kimberly R. Sweidy*

20 By:
21 Kimberly Sweidy *pro hac vice*
22 Kimberly R. Sweidy, Attorney at Law
23 3478 Rambow Drive
24 Palo Alto, CA 94306-3638
25 SBN California 120261
26 Facsimile: (650) 899-3336
27 Email: krsweidy@yahoo.com
28 Telephone: (650) 856-8595
in pro per

29 **VERIFICATION**

30 Kimberly R. Sweidy, Plaintiff,

31 v.

32 Spring Ridge Academy, an Arizona
33 Corporation, Jean Courtney,
34 Suzanne Courtney, Brandon Courtney,
35 Erin Smith, Leslie Filsinger,
36 Justin Zych, Kate Deily,
37 Veronica Borges, and
38 Does 1 through 20 Defendants.

1 I, Kimberly R. Sweidy, am the Plaintiff in the above entitled action. The statements
2 contained in the foregoing Verified Complaint are true and correct to the best of my
knowledge, information and belief.

3 I declare under penalty of perjury that the foregoing is true and correct.

4 Dated January 21, 2021, at Palo Alto, California.

Kimberly R. Sweidy

Kimberly R. Sweidy

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A



Sponsor(s) Acknowledgement & Acceptance Initials: _____ / _____
--

Enrollment Terms and Agreement

STUDENT NAME: _____
First
Middle
Last

DATE OF BIRTH: _____ **STUDENT SOCIAL SECURITY #:** _____

Who is financially responsible for the student’s enrollment (Sponsor(s):

BILLING NAME: _____ **RELATIONSHIP:** _____

Social Security #: _____ **Date of Birth:** _____

BILLING ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

HOME PHONE: _____ **WORK PHONE:** _____

Amount of Tuition: _____ (For divorced parent tuition split, indicate tuition amount or percentage)

BILLING NAME: _____ **RELATIONSHIP:** _____

Social Security #: _____ **Date of Birth:** _____

BILLING ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

HOME PHONE: _____ **WORK PHONE:** _____

Amount of Tuition: _____ (For divorced parent tuition split, indicate tuition amount or percentage)

This Enrollment Agreement begins _____.

This Enrollment Agreement, by and between Spring Ridge Academy, an Arizona Corporation (hereinafter “SRA”) and the Sponsor(s) is made under the following agreements. SRA is a clinical boarding school for adolescents. SRA combines a clinically sophisticated therapeutic program with a college preparatory academic curriculum. SRA is licensed by the State of Arizona as a Behavioral Health Residential Facility (License #BH-1721) under Rules and Regulations of the Arizona Department of Health Services. The Sponsor(s) hereby agree that SRA and its staff operate in behalf of, and as agents for, the Sponsor(s).

The Sponsor(s) affirm they are the legal Guardian(s) of the Student. Sponsor(s) expressly desire to contract for enrollment of the Student in Spring Ridge Academy. If the Sponsor is not the legal guardian or parent i.e. “Family Trust” or other relative the parent(s) or legal guardian must also execute this agreement as it involves a waiver of rights as outlined in the agreements. The Sponsor(s) affirms that it has reviewed the agreements along with the Student Bill of Rights and the “Parent Manual” which are incorporated as a part of the agreements. We want the Sponsor(s) and Student to be informed of the inherent risks and voluntary participation in the activities of SRA.

Initials: _____ / _____



I/We understand that the SRA program includes four (4) phases and each student will complete the program at the pace that is unique to her needs. I/We also understand that each phase builds upon the internalization of the previous phase. I/We understand that the program's average length of stay is 14 – 18 months and I/We are committed to our daughter completing the SRA therapeutic program. This agreement renews automatically on a month-to-month basis. Terminating the Student's enrollment prior to the completion of the therapeutic program requires 30 days written notice.

I/We understand that the services offered by SRA are physically and emotionally challenging. Sponsor(s) give their consent for the Student to participate in all aspects and activities of SRA. Activities may include, but are not limited to: academic classes, academic counseling, therapy, experiential seminars, rigorous exercise, hiking, swimming, sporting games, activities off and on grounds, work projects, transportation, and intervention when deemed necessary. I/We also understand that these activities, as well as any other elements of SRA's programming, may involve a degree of risk to all participants.

Sponsor(s) knowingly assume the risk for the participation in the activities of SRA and release and discharge SRA, its agents, employees, and officers, from any and all claims, demands, actions, judgments, and executions which the Sponsor(s) may have against SRA for all personal injuries, and damage to property,, caused by or arising out of Sponsor(s) and/or Student's participation in the SRA program. I/We understand that SRA is fully licensed and insured, and agree that enrollment in Spring Ridge Academy and all activities relating thereto are governed by the laws of the State of Arizona and are under the jurisdiction of the courts of Arizona.

I/We understand and agree that the Student's personal effects and also her person may be searched at the discretion of the treatment staff for the purpose of revealing any prescribed or non-prescribed drugs or medications or any other substances or items that are not permitted. Body checks are performed at enrollment and if needed through enrollment. These are performed by a registered nurse or trained appointee, Students remain in their under garments during these checks. All prescribed medications that are to be taken by the applicant will be held in the possession of, and dispensed by SRA personnel. I/We understand and agree that should the Student runaway from the control and supervision of SRA staff during the term of the SRA program, SRA will use reasonable efforts to assist the Sponsor(s) in finding the Student and in obtaining her safe return. All appropriate law enforcement or security personnel of any federal, state, county, or municipal entity shall be directed to detail and retain custody of the Student until the Sponsor(s) or any SRA personnel are contacted, at which time SRA personnel may re-obtain custody or control of her.

Sponsor(s) hereby give consent and authorization for SRA personnel to physically restrain, control and detain the Student for the following purposes: to prevent the Student from jeopardizing her safety or the safety of others.

Sponsor(s) understands that Spring Ridge Academy is a family systems program and that we require at least one Sponsor to participate in the Parent Challenge and the Family Trainings all of which are key elements of the program.

SRA reserves the right to terminate the enrollment of any Student at anytime if there is a default in the performance of any of the terms of this Agreement by the Sponsor(s), or if in the sole discretion of SRA, Student is not a suitable resident of the school, or for any other reason SRA determines that the Student should not continue to reside at the school. This would include, but is not limited to, Sponsor(s) who are unwilling to follow the guidelines of SRA, or are, at the sole discretion of SRA, unreasonable or difficult to work with, and undermine student's focus at SRA by making plans with her for early withdrawal from the program prior to a mutually set discharge date with the program. In the event a Student's enrollment is involuntarily terminated, SRA shall arrange, at Sponsor(s)'s expense, to transport the Student back to Sponsor(s) address.

Sponsor(s) hereby acknowledge that they have read the entire Enrollment Agreement and that they understand and agree to its provisions. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.



Sponsor(s) Acknowledgement & Acceptance Initials: _____ / _____
--

Financial Terms and Agreement

REGULAR TUITION AND FEES:

I/We the undersigned agree to pay Spring Ridge Academy upon admission for the following:

First Month's Tuition	\$9,000.00	Student Expense Deposit	\$250.00
Last Month's Tuition	\$9,000.00	Student Monthly Allowance	\$100.00
Enrollment Fee (Non-Refundable)	\$2,500.00		
Payable to "Spring Ridge Academy"	\$20,500.00	Payable to "SRA Student Fund"	\$350.00

Payment is made to *Spring Ridge Academy* in the amount of **\$20,500.00** and separate check to **SRA Student Fund** in the amount of **\$350.00**. The second month tuition will be prorated to reflect the unpaid days in the second calendar month. The monthly tuition fee covers the cost of room and board, academic classes, regularly scheduled seminars, and therapy as SRA determines. In the event that collection of any past due accounts is necessary, accrued costs of collection will be added to the account balance.

Overdue Accounts will be handled in the following manner:

15 days overdue accounts will be addressed by an email or phone call to collect payment
 30 day overdue accounts will be prepared for discharge unless alternative payment methods have been created.

ADDITIONAL COSTS TO REGULAR PROGRAM:

Student Expenses:

A deposit of \$250.00 is charged upon admission for student expenses. This deposit will be used to pay for the following charges as they are incurred:

- Transportation: includes non-urgent or recurrent medical trips, special needs or activities other than regular program transportation. Transportation to Spring Valley medical appointments \$25.00 per trip; Prescott, Prescott Valley, Cottonwood, Camp Verde \$50.00 per trip; Phoenix or Flagstaff \$120 per trip.
- Shuttle: transportation via shuttles to/from Phoenix Sky Harbor Airport
- Class Fees: The Sponsor(s) understand additional fees may be charged for supplies needed for elective classes (i.e. art, expressive movement, etc.)
- Allowance: \$100.00 per month to be deposited in your daughter's personal "checking" account. The monies will be used for clothing, hair styling, postage, school supplies, student outings and field trips. This "personal" checking account is part of the life skills taught at Spring Ridge Academy.
- Additional financial responsibilities may include costs to repair and/or replace property damaged by a student and/or for any costs incurred should a student require one on-one- supervision longer than 48 hours.
- The Student Expense Account must be maintained at \$250 during the student's stay at Spring Ridge Academy by monthly detailed billing in addition to the tuition billing and payable upon receipt to the SRA Student Fund. The unused portion will be reimbursed to parents up to 60 days after discharge.

Medical/Pharmacy Expenses:

The Sponsor(s) agrees to be financially responsible for all medical expenses by providing insurance information a credit card for medical providers to direct bill costs not covered by insurance. Sponsor(s) must complete the Medical Insurance and Credit Card Authorization form. Medical costs include: medical, dental, orthodontic, optical, urinalysis, lab work, psychiatric and psychological testing. If insurance and credit card information is not provided and payment is made by Spring Ridge Academy, a \$50 administrative fee will be charged per occurrence.

- 1) Sponsor(s) understands and agrees to be financially responsible for the monthly tuition of \$9,000.00. Sponsor(s) understands and agrees all monthly fees are payable in advance and due on the 1st day of each month.
- 2) Sponsor(s) understands and agrees that in the event the Student is taking prescription medication, the Student must have a medication review conducted by a psychiatrist. Sponsor(s) agrees to be financially responsible for the psychiatrist's review. Sponsor(s) agrees to be financially responsible for the cost of any medication purchased for the Student. All medication will be ordered through a local pharmacy. SRA agrees not to purchase, administer, or authorize any medication for the Student without prior consent of the Sponsor, unless in the case of an emergency and SRA is unable to contact the Sponsor(s).



Sponsor(s) Acknowledgement & Acceptance Initials: _____ / _____
--

- 3) Sponsor(s) agrees to be financially responsible for the cost of repairing or replacing any property lost, stolen, damaged, defaced, or destroyed by the Student.
- 4) Sponsor(s) agrees to be financially responsible for the costs in the event the student leaves SRA without authorization. An accounting of the expenses incurred by SRA while assisting the Sponsor(s) in finding and returning the Student will be made to the Sponsor(s).
- 5) Sponsor(s) agrees to pay the costs for collection of any amounts due under this agreement, including reasonable attorneys' fees, whether or not legal action is commenced, and in addition to pay interest (1½ percent per month) on all sums not paid within thirty (30) days after the due date.
- 6) Sponsor(s) understands SRA takes no responsibility for the approval or processing of insurance reimbursements, payments, or billings.
- 7) Sponsor(s) understands terminating the Student's enrollment at Spring Ridge Academy prior to the completion of the four phases requires a written notice thirty days prior to the date of termination. If the Student leaves without a thirty day written notification, the parents will be billed for thirty days tuition. If Spring Ridge Academy requests that Student leave, a tuition refund will be prorated from the date of departure. A \$50 packing fee will be charged for all personal belongings to be shipped.
- 8) Sponsor(s) understand that upon discharge, if the \$250 expense deposit is insufficient to pay current and estimated personal expenses, a portion of any tuition overpayment will be transferred and credited to your student fund account, and if there is a balance due for tuition, any Student Fund overpayment will be transferred and credited to your tuition account.
- 9) Sponsor(s) hereby acknowledge that I/we have read the entire Financial Agreement and that I/we understand and agree to its provisions. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Medical Insurance Agreement

I/We agree to provide current medical insurance during the entire enrollment of above named Student at Spring Ridge Academy. I/We understand that I/we are responsible for all medical, dental, and psychological expenses for this student, notwithstanding any health insurance I/we may have. I/we also understand and agree that **Spring Ridge Academy cannot guarantee that all healthcare providers will honor all insurance coverage. Consequently, I/we may have to file direct claims with my/our insurance carrier.** As a means to assist parents in recovering costs from insurance companies, upon request, Spring Ridge will provide parents with a quarterly insurance billing statement for their use in filing for possible reimbursement. However, we do not provide the services of verification of benefits, pre-authorization, claim submission and tracking, appeals or review. For assistance with navigating the health insurance bureaucracy, parents may seek advice with companies that specialize in health insurance claims management and advocacy.

Permission to Photograph

I/We the undersigned give permission and understand that Spring Ridge Academy staff will be taking an identification photograph for their files. _____ Yes _____ No

I/We agree to have our student photographed and to have the photograph placed in a Spring Ridge Academy brochure and/or on the web page. _____ Yes _____ No

I/We agree to have our student photographed and to have the photograph placed in the Spring Ridge Academy password restricted Parent Page _____ Yes _____ No

Lost Items Release

Spring Ridge Academy recommends that expensive or sentimental items should not be brought to the program. Spring Ridge Academy makes every effort to protect and ensure the safekeeping of all the Student's personal belongings. I/We, the undersigned, understand and agree that Spring Ridge Academy shall not be responsible or liable for loss, damage, neglect, misplacement, or theft of the Student's property even if left behind on visits, leaves, or when the Student exits the Program.



13690 S. Burton Rd. – Spring Valley, AZ 86333

Office: (928) 632-4602 – Fax: (928) 632-7661

AUTHORIZATION TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION

(Reproduce this form as needed)

Spring Ridge Academy (SRA) is authorized to use/disclose information as noted below about:

STUDENT NAME _____ Date of Birth _____

To/From the following person/organization:

NAME _____ TITLE _____

ADDRESS _____

PHONE _____ FAX _____

- _____ Admission and discharge summaries
- _____ Psychological and/or Psychiatric evaluation(s), reports, testing, treatment notes, summaries, or other documents with diagnoses, prognoses, recommendations
- _____ Treatment, aftercare plans and other similar plans
- _____ Social, family, education, and vocational histories
- _____ Verbal progress reports, observations and recommendations
- _____ Information about how patient’s condition(s) affects or has affected student’s ability to participate in school and to complete tasks or activities of daily living
- _____ Academic & educational records, including achievement & other tests’ results, reports of teachers’ observations, and all other school or special education documents
- _____ HIV-related information and drug and alcohol information contained in these records will be released under this authorization unless indicated here: _____ Do not release these
- _____ Other _____

Dates of care included: From _____ to _____ and From _____ to _____

The information will be used/disclosed for the following purposes: _____

- I understand and agree that this Authorization will be valid and in effect until: _____ I understand that after that date or event, no more of this information can be used or released to the person or organization unless I sign a new Authorization like this one.
- I understand that I can revoke or cancel this authorization at any time by sending a letter to the Privacy Officer. If I do this, it will prevent any releases after the date it is received but cannot change the fact that some information may have been sent or shared before that date.
- I understand that I do not have to sign this authorization and that my refusal to sign will not affect my abilities to obtain treatment from Spring Ridge Academy.
- I understand that I may inspect and have a copy of the health information described in this authorization.
- I understand that if the person or entity that receives the information is not a health care provider or health plan covered by federal privacy regulations, the information described above may be re-disclosed and no longer protected by those regulations.
- I understand that this professional will receive compensation for the use or disclosure of my health information. The arrangement has been explained to me and I understand and accept it.
- I affirm that everything in this form that was not clear to me has been explained and I believe I now understand all of it.

Signatures: _____ Parent/Guardian Signature Date _____ Parent/Guardian Signature Date

I, an authorized representative from SRA, have discussed the issues above with the client and/or student's personal representative. My observations of student's behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.

_____ Signature & Printed Name of Authorized SRA Representative _____ Date



**AUTHORIZATION FOR TREATMENT
CONSENT FOR COMMUNICABLE DISEASE TESTING, HIV AND STD TESTING**

Student's Name _____ Date of Birth _____

AUTHORIZATION FOR TREATMENT

I/We, the custodial Parent(s) and/or legal Guardian(s) of the above named minor, hereby authorize Spring Ridge Academy, through health care professionals, to render the necessary health care to the above named minor.

I/We authorize and consent to any X-ray examination, anesthetic, inoculation, vaccination, medical or surgical diagnosis or treatment and hospital care to be rendered to the above named minor under the general or special supervision and upon the advice of a licensed physician. I/We hereby consent to X-ray examination, anesthetic, dental or surgical diagnosis or treatment and hospital care to be rendered to said minor by a licensed dentist. I/We hereby authorize and consent for any psychological assessment, treatment, hospitalization and psychological testing from a licensed professional counselor, psychologist, and psychiatrist to be rendered to the above named minor.

I/We hereby give consent and authorize SRA to administer to the Student a routine urinalysis or blood test for drugs.

In my/our absence or in the event that I/we cannot be contacted, I/we hereby designate, empower, and authorize Spring Ridge Academy to act in my/our stead authorizing any specific procedures and/or assisting in making elective decisions relating to the above named minor's care. I/We are aware that the practice of medicine and surgery is not an exact science and I/we acknowledge that no guarantees can be made as to the result of treatment or examinations taking place. It is the intent of this instrument to authorize, consent to and empower health care professionals selected by Spring Ridge Academy to give the care they deem necessary to my/our child, in my/our absence, or when I/we cannot be contacted, or in an emergency situation when immediate care is deemed to be in the best interest of the child by the health care professional's best judgment.

CONSENT FOR COMMUNICABLE DISEASE TESTING - HIV AND STD TESTING:

I/We further give consent for communicable disease testing, including but not limited to, HIV, Hepatitis and sexually transmitted diseases testing.

Date

Signature Parent/Guardian

Date

Signature Parent/Guardian



RELEASE OF MEDICAL INFORMATION

INSTRUCTIONS: This document will be utilized in the event a student requires a medical appointment in the vicinity of Spring Ridge Academy. The medical practitioner/health care provider line will be completed when needed.

To: _____
Name of Medical Practitioner/Health Care Provider Date

Re: _____
Name of Minor Child Date of Birth

I/We, Parent(s)/Guardian(s) of the above named minor child, hereby grant permission for you to furnish to Spring Ridge Academy Health Center a full report of the examination, diagnosis, prognosis, treatment, and recommendations regarding my/our above named minor child, together with copies of any other medical reports which you may have submitted to any other person, attorney, insurance carrier or administrative board.

This Release includes, but is not limited to, communicable disease testing, HIV and STD testing.

I/We understand that this Release will remain in effect during enrollment at Spring Ridge Academy and may be revoked by me/us at any time within that period when requested in writing.

I/We acknowledge that we have had a chance to ask questions which were answered to my/our satisfaction.

Date

Signature Parent/Guardian

Date

Signature Parent/Guardian

Expiration Date 2 yrs from signature date



OVER-THE-COUNTER (OTC) / AS NEEDED (PRN) - MEDICATION APPROVAL LIST

STUDENT NAME: _____ **DOB:** _____

Medication allergies/sensitivities: _____

Pain relievers

- Extra Strength Tylenol (acetaminophen) 500mg 1-2 tabs by mouth every 6 hours as needed for pain or fever.
- Motrin/Advil (ibuprofen) 200mg 1-2 tabs by mouth every 4-6 hours as needed for pain or fever.
- Excedrin Migraine (acetaminophen/aspirin/caffeine) 2 caps by mouth once daily as needed for migraine headache (DO NOT GIVE AFTER 4PM)
- Cramp Tabs (acetaminophen, pamabrom) 1-2 caps by mouth every 6 hours as needed for menstrual pain/symptoms
- Aspirin (NSAID) 81mg 4-8 tables every 4 hours, not to exceed 48 tabs in 24 hours as needed for pain
- Back Pain-Off (magnesium salicylate, acetaminophen, caffeine) 1-2 tabs as needed for back/muscle aches every 6 hours, up to 8 in 24 hours
- Topical pain rub (Icy Hot/Ben Gay/Mineral Ice) apply to affected area every 4 hours as needed for muscle pain.
- Orajel or generic equivalent as needed for tooth/mouth pain—use per manufacturer instructions

Stomach discomfort relief

- TUMS/ROLAIDS antacid tablets (calcium carbonate) 1-2 chewable tabs by mouth as needed for indigestion/heartburn
- Pepto Bismol (bismuth subsalicylate) 30ml by mouth every ½ hour to 1 hour, not to exceed 8 doses in 24 hours as needed for diarrhea/heartburn/indigestion
- Pepto Bismol 1 chewable tablet by mouth every ½ hour to 1 hour, not to exceed 8 doses in 24 hours as needed for diarrhea/heartburn/indigestion
- Immodium (loperamide, simethicone) 2 caps 2 mouth at onset of diarrhea, then 1 by mouth with each loose stool (up to 8 in 24 hrs) as needed for diahhrea or gas
- Colace (docusate sodium) 100mg 1-3 capsules by mouth daily as needed for constipation
- Milk of Magnesia 15ml by mouth daily as needed for constipation
- Simethicone (anti-gas) 125mg 1-2 tabs by mouth as needed for gas discomfort-up to 4 tabs per day
- Pepcid 10mg / Prilosec-OTC 20mg / Zantac 75-150mg one tab by mouth daily as needed for acid control.

Cold/flu/Sinus/allergy relief

- Benedryl (diphenhydramine) 25mg capsules 1-2 by mouth every 4 hours as needed for allergy symptoms or insomnia
- cough suppressant/expectorant tabs (guaifenesin 400mg+dextromethorphan 20mg) 1 tablet every 4 hours as needed for cough/congestion-up to 4 in 24 hours
- sinus/allergy tabs (chlorpheniramine maleate 4mg+phenylephrine HCl 10mg) 1 tab by mouth every 4 hours as needed for sinus/allergy symptoms-up to 6 doses in 24 hours (DO NOT GIVE AFTER 4PM)
- Claritin (loratidine) 10mg tab 1 by mouth daily as needed for allergy symptoms.
- Breath Right nasal strips apply 1 strip to top of nose at bedtime as needed for nasal congestion
- cough drop (Halls or generic equivalent) 1 by mouth every 4 hours as needed for cough/congestion
- sore throat lozenge 1 by mouth every 4 hours as needed for sore throat pain
- saline nasal spray (Ocean) PRN for nasal congestion-use per manufacturer instructions

Misc/Other

- antifungal spray or cream—use topically per manufacturer instruction for relief of symptoms related to athletes foot or other fungal infections
- triple antibiotic cream/ointment—use topically per manufacturer instructions as needed for minor cuts/scrapes/burns/bites
- benedryl gel or cream—use topically per manufacturer instructions for minor skin irritations/rashes
- hydrocortisone 1% cream—use topically per manufacturer instructions as needed for itching
- Compound W wart remover pads—use as directed for warts
- Vagicaïne/Vagisil anti-ich vaginal cream—use as directed for vaginal itching/pain
- Monistat 7 (miconazole suppository+cream)—use as directed as needed for yeast infection
- Melatonin 3mg take 1 at bedtime as needed for insomnia
- Cranberry Extract take 1 capsule daily as needed for urinary pain
- Vitamin C take 1 500mg tablet every 4 hours as needed for sickness or immunostimulation
- EmergenC take 1 packet in water every 4 hours as needed for sickness or immunostimulation
- Multivitamin-use per manufacturer recommendations as needed for dietary supplementation
- Fish oil-use per manufacturer recommendations as needed for dietary supplementation
- Probiotic-use per manufacturer recommendation as needed for dietary supplementation

Please list any other OTC medications you would like your daughter to have available:

I agree to the above check-marked and listed OTC medications to be used on my daughter under the supervision of staff (as regulated by school nurse) on an as needed basis. I understand these products will be available by the school, but will be charged to the individual student.

Parent Printed Name: _____ Parent Printed Name: _____

Parent Signature: _____ Date: _____

Parent Signature: _____ Date: _____



Credit Card Agreement – Health Care Expenses

Please attach a legible/enlarged copy of your credit card. Front and back of the card are required.

I/We, the parents/guardians of _____ agree to provide credit card information during the entire enrollment of above named Student at Spring Ridge Academy. I/We understand that I/we are responsible for all medical, dental, and psychological expenses notwithstanding any health insurance I/we may have. I/we authorize the health providers, including pharmacies, used by Spring Ridge Academy to charge my/our Visa/MasterCard (copy enclosed) for health services and prescriptions provided to the above named student. It is understood that Spring Ridge Academy cannot guarantee that all healthcare providers will honor all insurance coverage. Consequently you may have to file direct claims with your insurance company.

Credit Card Authorization:

I, _____, authorize the health providers of Spring Ridge Academy to charge my/our (Name of Card Holder)

____ Visa ____ MC - Acct. Number _____ Exp Date _____ Sec Code _____

Billing Address: _____

Signature of Cardholder Date

Medical Insurance Information

Please attach a legible/enlarged copy of your credit card. Front and back of the card is required.

Primary Insurance Company: _____

Address: _____
Street City State Zip

Benefits Phone: _____ Bin #: _____

Group #: _____ Policy #: _____

Policy Holder's Name: _____ Policy Holder's Date of Birth: _____

Policy Holder's Employer: _____

Policy Holder's Phone #: _____ Policy Holder's SSN #: _____

Policy Holder's Mailing Address: _____

City State Zip



AUTHORIZATION TO RELEASE ACADEMIC RECORDS

(Reproduce this form as needed)

STUDENT NAME: _____ Date of Birth: _____

SCHOOL: _____

ADDRESS: _____

PHONE: _____ FAX: _____

DATES ATTENDED: _____

I/We hereby grant the school listed above to release Academic transcripts to Spring Ridge Academy for the above named Student. Permission is granted to release the following school records to Spring Ridge Academy:

- Official Transcript of Credit
- Withdrawal Grades
- Including Incomplete Classes
- Test Data
- Health Records
- Counseling
- Consultants
- Referral Therapists
- Other _____

Date

Parent/Guardian Signature

Date

Parent/Guardian Signature

Expiration Date: Two years from Enrollment Date

Send transcripts to:
Spring Ridge Academy
13690 South Burton Road
Spring Valley, AZ 86333
Fax (928) 632-7661
Questions (928) 632-4602 x3050

Chapel Rock Participant Information and Permission Form

DISCLOSURE: CHAPEL ROCK programs involve a variety of activities that often include warm-ups, games, group initiative problems, high and low ropes course elements, rock climbing, rappelling, kayaking, orienteering, and other rigorous physical adventure activities. **(The level of participation in a program activity is at all times completely up to the individual.)** Trained professional staff conducts all programs; yet there is a risk which must be assumed by each participant that he/she may suffer an emotional or physical injury, disability or death. Every participant in CHAPEL ROCK programs is encouraged to have health/accident insurance coverage. In addition, certain health/medical information must be made known to the instructor(s) conducting programs, so that they are prepared to respond appropriately if the need arises. This information will be held in confidence. Please complete this form and return it to CHAPEL ROCK prior to participating in any activities.

PARTICIPANT INFORMATION:

1. Name _____ Date of Participation: _____
2. Do you have any limiting physical or mental disabilities or medical restrictions (temporary or permanent) that could present a hazard to yourself or others during the duration of this program?
 - a. ___ Yes ___ No If yes, identify and explain:
3. Do you have any allergies, reactions to medications, any other medical limitations? ___ Yes ___ No
If yes, identify and explain:
4. Have there been any recent major life changes? (E.g., Job changes, death in family, etc)

RELEASE OF LIABILITY: I understand that parts of the CHAPEL ROCK program may be physically or emotionally demanding. I affirm that my health is good, and that I am not under a physician's care for any undisclosed condition that bears upon my fitness to participate in CHAPEL ROCK activities. I understand that each participant must assume the risk of physical injury that could result from any of these activities. I release CHAPEL ROCK, and its staff members, from all liability for any injury to me from participation in CHAPEL ROCK activities. I understand that these terms shall serve as a release of liability for my heirs, executors, and administrators and for all members of my family. I have carefully read this Disclosure and Release of Liability and fully understand its content.

Date _____ Signature _____

PHOTO/MEDIA RELEASE: I grant to CHAPEL ROCK, and persons acting for or through them, the rights to use, reproduce, assign, and/or distribute photographs, films, videotapes, and sound recordings of myself for use in materials they may create.

Date _____ Signature _____

PARENTAL WAIVER OF CLAIMS: Parental permission must be secured for participants who are not of legal age (18 years). If you are not yet classified as a legal adult, your parent(s) or legal guardian(s) must complete the following:

I/we _____ (parents' or guardians' name(s)) give permission for my (our) child _____ (child's name) to participate in the CHAPEL ROCK program and associated field trip(s). Should my/our child become injured, I/we request that the trip leader or designated Chapel Rock staff secure emergency medical services to aid my/our child, if in their judgment such services are necessary. I/we agree to incur any additional expenses associated with such action. As parents/guardians, I/we have decided (with or without medical advice) that my/our child is physically, mentally, and socially able to participate, and I/we acknowledge that any medical or accident insurance we consider necessary will be my/our responsibility to locate and purchase. Furthermore, I/we have read all sections of this form and do hereby release CHAPEL ROCK and its employees from liability for any damages, injuries, or losses which may occur while said child is participating in this CHAPEL ROCK program.

Date Parent or Guardian Signature (if participant is under age 18)

Exhibit B

PARENT CHALLENGE

***A PROGRAM FOR PERSONAL AND FAMILY
DISCOVERY AND ENHANCEMENT***

The **Family** program is designed to provide personal growth and family enhancement. The program challenges self-limiting thinking, feeling, and behaving patterns that influence results, relationships, and quality of life. Family Dynamics increases the willingness to generate proactive and responsible choice thus producing effective change.

The program consists of the following integrated seminars:

CHALLENGE - a seminar designed for individuals to identify and understand the factors contributing to life outcomes and to provide an opportunity for effective change.

ACTION – a seminar designed specifically to identify and understand the factors contributing to life outcomes and to provide an opportunity for effective change, personal success and the experience of striving for excellence.

FAMILY PROGRAM - two seminars designed for parents and teens to explore what is working and what is not working in the family and to create effective change that enhances the quality of life in the family.

Effecting change requires a commitment to look, to learn, to accept, to risk, and to act. The choice is yours.

WORKSHOP OBJECTIVES

1. Identify and describe how self-enhancing vs. self-limiting beliefs affect the overall results and experiences in life.
2. Explain the terms working/not working vs. right/wrong.
3. Examine how the dynamics of trust affect relationships, results and experiences.
4. Examine how past life events and experiences influence beliefs, attitudes and assumptions that in turn affect self-esteem, healthy boundaries, respecting and owning reality, interdependence, and self-discernment.
5. Explore the "life games" that enhance or limit outcomes and experiences.
6. Define feedback and its use as an effective tool.
7. Explain the importance of accountability and responsibility in creating.
8. Recognize current factors that limit or enhance relationships, results, and experiences in life.
9. Identify the elements that comprise intention.
10. Explain the prices and rewards for breaking or keeping agreements.
11. Identify and describe the steps in making resourceful choices that produce desired change.
12. Create the opportunity to experience an honest, accepting and meaningful relationship with self.

IMPACT OF THE WORKSHOP

1. Enhanced understanding and clarity of outcomes
2. Effective and informed choice
3. Expanded knowledge of trust and boundaries
4. Honest and constructive communication
5. Individual empowerment
6. Increased acceptance of self and others
7. Acceptance of accountability
8. Reduction of negative control
9. Resourceful and worthwhile attitude
10. Cooperation rather than competition
11. Increased learning
12. Innovative and effective change

GENERAL PRINCIPLES OF THE WORKSHOP

1. Beliefs, attitudes, and assumptions accumulated throughout life operate as fundamental influences affecting outcomes.
2. Accountability is a willingness to invoice past results, events, relationship and experiences for the purpose of learning.
3. Trust is the foundational element in creating healthy boundaries and effective relationships.
4. Responsible choice creates expanded opportunity for proactive outcomes and innovative change.
5. Learning as an approach to life instead of protection.
6. Practice and mastery create desired results. Action.
7. Risk transforms the status quo into proactive results.
8. Acceptance establishes empowered relationships based on discovery and understanding of self and others.
9. Results represent the realization of choices.
10. Consciousness broadens the understanding and direction of fundamental factors influencing outcomes.

**AWARENESS
AND
ACKNOWLEDGMENT**

ACCEPTANCE

ACCOUNTABILITY

ACTUALIZATION

APPROACH TO LIFE

OLD PARADIGM

PERFECTION

PROTECTION (CLOSED)

CONTROL

BEING A VICTIM

PLAYING SAFE

DEFYING REALITY

JUDGEMENT

DISHONESTY

COMPETITION

THREAT

FEAR CHANGE

NEW PARADIGM

EXCELLENCE

LEARNING (OPEN)

EMPOWERMENT

BEING ACCOUNTABLE

TAKING RISKS

RESPECTING REALITY

ACCEPTANCE

INTEGRITY

COOPERATION

OPPORTUNITY

EMBRACE CHANGE

STAGE I - TRUST

0-18 months

- BEING AND DOING
- "I TRUST MYSELF"
- BOUNDARIES
- I AM PRECIOUS/WHO I AM
- NURTURE/ATTENTION
- ATTACHMENT
- SELF-WORTH AND SELF-LOVE
- PRECIOUSNESS
- SELF-SOOTHING
- STRUGGLE

DEVELOPMENTAL TASKS

- To cry or otherwise signal to get needs met
- To accept touch & nurture
- To bond emotionally, to learn to trust caring adults & self
- To decide to live, to be
- To explore & experience the environment; to develop initiative
- To develop sensory awareness by using all senses
- To signal needs; to trust others & ourselves; to get help in time of distress
- To continue forming secure attachments with parents, caregivers & others who play a significant role in the child's life
- To start to learn that there are options and not all problems are easily solved

STAGE II - AUTONOMY

18 months – 3 years

- THINKING
- "I CAN DO IT"
- INTERNAL/EXTERNAL STRUCTURE
- "NO"
- VULNERABLE
- CHOICE
- DELAYED GRATIFICATION

DEVELOPMENTAL TASKS OF THE CHILD

- To establish the ability to think for oneself; to think & solve problems with cause-and-effect thinking
- To test reality, to push against boundaries and other people
- To start to follow simple safety commands
- To express anger and other feelings
- To separate from parents, caregivers, and other significant parent figures without losing their love
- To start to give up beliefs about being the center of the universe

STAGE III - INITIATIVE

3-6 years

- **IDENTITY**
- **"I WILL RISK IT"**
- **VOICE**
- **IDENTITY/POWER**
- **"WHY"**
- **MAKE-BELIEVE TIME**
- **CREATIVE PLAY**

DEVELOPMENTAL TASKS OF THE CHILD

- To assert an identity separate from others
- To acquire information about the world, self, body and sex role
- To learn that behaviors have consequences
- To discover our effect on others and our place in groups; to learn socially appropriate behavior
- To learn to exert power to affect our relationships; to learn the extent of our personal power
- To separate fantasy from reality

STAGE IV - INDUSTRY

6-12 years

- **STRUCTURE AND SKILL DEVELOPMENT**
- **"I AM COMPETENT"**
- **SELF-LOVE, WORTH, TRUST**
- **RULES**
- **PEERS/OUTSIDE**
- **INFERIORITY**

DEVELOPMENTAL TASK OF THE CHILD

- To learn skills, learn from mistakes and decide to be adequate
- To learn to listen in order to collect information and think
- To practice thinking and doing; to reason about wants and needs
- To check out family/caregiver rules, ideas and values, and learn about structures and people outside the immediate family or familial structure
- To experience the consequences of breaking rules; to develop internal controls
- To disagree with others and still be loved
- To learn what is my responsibility and what is the responsibility of others
- To learn when to flee, when to "flow," and when to stand firm; to develop the capacity to cooperate

STAGE V - EGO IDENTITY

12-18 years

- **“I KNOW WHO I AM”**
- **SELF-EXPRESSION**
- **INTEGRATION**
- **REGENERATION - CONFRONT PREVIOUS STAGES**
- **ACCOUNTABLE/WHAT WE DO**
- **ROLE CONFUSION**
- **WITHDRAWL OF RESPONSIBILITIES**

DEVELOPMENTAL TASKS OF THE ADOLESCENT

- To take more steps toward independence
- To achieve a clearer emotional separation from family
- To emerge gradually as a separate, independent person with one's own identity and values
- To be competent and responsible for one's own needs, feelings and behaviors
- To integrate sexuality into the earlier developmental tasks

STAGE VI - INTIMACY

18-35 years

- **“I AM CONNECTED”**
- **INTERDEPENDENCE**
- **AFFILIATION & LOVE**
- **ISOLATION**

DEVELOPMENTAL TASKS OF THE ADULT

- Any or all of the tasks for Stages 1 through 5
- To master skills for work and recreation
- To find mentors and to mentor
- To grow in love and humor; to offer and accept intimacy
- To expand creativity and honor uniqueness
- To accept responsibility for ourselves and to care for the next generation and the last
- To find support for our own growth and to support the growth of others
- To expand our commitment beyond ourselves and our family to the community and the world
- To balance dependence, independence and interdependence
- To deepen integrity and spirituality
- To refine the arts of greeting, leaving and grieving

NON-WORKING PATTERNS OF THINKING, FEELING AND BEHAVING

- Feeling we have “run out of gas” emotionally
- Questioning our adequacy, feeling helpless & questioning whether others can be trusted
- Wanting others to know what we need without our asking; not knowing what we need; not needing anything; feeling numb
- Believing others’ needs are more important
- Not wanting to be touched, or compulsive touching, or joyless sexual touching
- Unwillingness to disclose information about ourselves, especially negative information
- Boredom; seeking or developing new motivations in life
- Avoiding doing things unless you can do them perfectly
- Not knowing what you know
- Trouble finishing tasks; problems with starting and ending jobs, roles and relationships
- Feeling angry about everything in general; fear of anger in self and others; fear of conflict; indirect expressions of anger through behaviors
- Rather be right than successful
- Think the world revolves around us
- Scared to say yes or no without thinking
- Having to be in a position of power; being afraid of or reluctant to use power
- Unsure of personal adequacy
- Frequently comparing oneself to others and needing to come off better
- Needing to define oneself by a job, position, degree, status, possessions or a relationship
- Feeling driven to achieve; perfection vs. excellence
- Wanting or expecting magical solutions or effects
- Not understanding the relevance of rules; not understanding the freedom that rules can bestow
- Unwillingness to examine personal values or morals
- Trusting the thinking of the group more than one’s own thinking and intuition
- Expecting to have to do things without knowing how, finding out, or being taught how; being reluctant to learn new things or be productive
- Overdependence on, or alienation from family and others
- Looking to others for a definition of who we are
- Difficulty making and keeping commitments
- Living in the past; living in the future
- Living through others
- Denial and discounting
- Not willing to show emotion: fear of being vulnerable

9 DOT GAME

OBJECTIVE:

Connect all 9 dots with 4 and only 4 straight lines without taking your pen off of the paper
You may cross a line but do not retrace a line.

WHAT CHOICES DID YOU MAKE IN THE GAME?

WHAT DID YOU TELL YOURSELF?

WHAT FEELINGS WERE YOU EXPERIENCING DURING THE GAME?

WHAT LIMITED YOUR CHOICES IN THE GAME?

WHAT DID YOU NOT DO? WHAT HELD YOU BACK?

HOW IS THIS A MIRROR FOR OTHER CHOICES YOU MAKE IN LIFE?

SELF-LIMITING CONTROL MECHANISMS

ABANDONMENT	DOOR SLAMMING	OVER PRAISING
ANGER	DRUGS	PARDONING
ARGUMENTATIVE	EMBARRASSMENT	PASSIVE
ARROGANT	ENABLING	PERMISSIVE
AUTHORITARIAN	ENMESHED	PROCRASTINATION
BAND WAGON	ENTITLEMENT	RAGE
BARGAINING	EXAGGERATING	RESCUING
BEGGING	EXCEPTIONS	SARCASM
BEING LATE	EXTORTION	SCAPEGOAT
BEING RIGHT	FANTASYLAND	SELF HARM
BLACKMAILING	GANGING UP	SEX
BLAMING	GIVING IN	SHAMING
BOUNDARY	GUILT TRIPPING	SHUT DOWN
BRIBING	HITTING	SILENT
BULLYING	IGNORING	SLEEPING
CARETAKING	INTELLECTUALIZING	SPENDING
COMPARING	ISOLATION	SPLITTING
CRITICIZING	LEAVING	SPLITTING HAIRS
CRYING	LECTURING	STEALING
DEFIANCE	LYING	TEASING
DEMANDING	MAKING JOKES	THREATENING
DENIAL	MARTYR	TOLD YOU SO
DISCOUNTING	NAGGING	VICTIM
DISHONESTY	NAME CALLING	WITHDRAWAL
		YELLING

SELF-LIMITING BELIEFS

We collect self-limiting beliefs in all areas of our life: love, pain, fear, sex, image, communication, money, self-worth, responsibility, expectations, emotional, physical, spiritual, intellectual, professional and social. Below is listed a variety of these self-limiting beliefs.

I'm not:

good enough, lovable, intelligent, responsible, as good as, wanted, pretty, thin, handsome, worthy, fun, happy, content, confident, cared for, loved for myself, creative, perfect, emotional, talkative, adequate, masculine, feminine, sexy.

I am too:

intense, fat, thin, tall, short, stupid, aggressive, closed, shy, weird, scattered, selfish, unattractive, lazy, immature, mature, serious, sensitive, depressed, crazy, different, spoiled, intelligent, understanding, trusting.

I fear:

honesty, success, sickness, poverty, criticism, rejection, loneliness, appearing weak, getting angry, being vulnerable, being wrong, being out of control, being a loser, being left out, feeling judged, being abandoned, being controlled, knowing myself, loss of love, knowing others' true feelings, being a failure, being masculine, being unfeminine, being boring, being closed, being unacceptable, getting old, feeling stupid, feeling unworthy, being inadequate, being incompetent, appearing foolish.

I will be loved if I:

agree with others, never get angry, do as others say, always be nice, always put others first, never show my pain, have the right figure, dress the way others want, clean the house, earn enough money, never let anyone down, never show my weakness, never show my emotions, don't talk about my problems,

If I am right:

others will think more of me, others will not reject me, I will not be stupid, I win, I get what I want, I am superior, I can control others, others will respect me, I'll get ahead, I do not have to change, I do not have to look at myself.

WORKING/NOT WORKING

DEFINITION OF WORKING: I AM PRODUCING THE RESULTS, EXPERIENCES, RELATIONSHIPS AND QUALITY OF LIFE THAT ENHANCE MY LIFE AND LIFE AROUND ME.

DEFINITION OF NOT WORKING: I AM NOT PRODUCING THE RESULTS, EXPERIENCES, RELATIONSHIPS AND QUALITY OF LIFE THAT ENHANCE MY LIFE AND LIFE AROUND ME.

**BOTH CREATE AN OPPORTUNITY TO LEARN
AND GROW**

**BOTH INCREASE WILLINGNESS TO MAKE NEW
CHOICES AND RISK**

**QUALITY OF LIFE = LONG TERM
PLEASURE/SHORT TERM PAIN**

TRUST

What is your definition of trust? (Include the factors that enhance or destroy trust.)

Believing that a person will exhibit honesty, transparency and authenticity across all aspects of his life. This includes adhering to virtues and high integrity.

Mark each of the following with a number representing your trust in each situation:

1) No trust

2) Some trust

3) Moderate trust

4) High trust

_____ men

_____ women

_____ adults

_____ home

_____ work

_____ spouse

_____ friends

_____ strangers

_____ social events

_____ brother(s)

_____ sister(s)

_____ children

_____ with self

_____ physical

_____ intellectual

_____ social

_____ sex

_____ emotions

_____ parents

_____ spiritual

_____ co-workers

_____ other _____

TRUST (CONTINUED)

Explain how the lack of trust, or too much trust limited the experiences and results in your life.

What life experiences have contributed to how trust works or does not work for you today?

What are some of your self-limiting beliefs concerning trust?

What are some of your self-enhancing beliefs related to trust?

WIN/LOSE GAMES

Check each of the items below that reflect the win/lose games you play.

- | | | | |
|----------------|-------------------------|------------------|-------------------|
| _____ yell | _____ criticize | _____ blame | _____ accuse |
| _____ annoyed | _____ pout | _____ illness | _____ nag |
| _____ lie | _____ be late | _____ martyr | _____ victim |
| _____ moralize | _____ be curt | _____ anger | _____ argue |
| _____ lecture | _____ self-righteous | _____ complain | _____ judge |
| _____ deny | _____ interrogate | _____ bribe | _____ control |
| _____ sarcasm | _____ whine | _____ interrupt | _____ withdraw |
| _____ tantrums | _____ superior attitude | _____ manipulate | _____ control |
| _____ violence | _____ run away | _____ resist | _____ prejudice |
| _____ use sex | _____ shut down | _____ one-up | _____ hardened |
| _____ silence | _____ withhold truth | _____ pretend | _____ right/wrong |

What are the prices you pay for playing win/lose games in your life? (Family, personal and professional)

What new choices would you make to change win/lose games into win/win?

FEEDBACK

What feedback related to how you "show up" was most powerful?

What feedback would you give yourself concerning how you "show up"?

What feedback related to your emotional level was most powerful?

What feedback would you give yourself concerning your emotions?

What feedback related to your self-limiting beliefs was most powerful?

What feedback would you give yourself about your self-limiting beliefs?

LETTER FROM MAGICAL CHILD

Dear Rene,

Welcome to this great big
adventure called ~~life~~ life!

What a wild ride you will have!

You have so many ~~great~~ gifts and
talents! You must learn to use
them wisely. Always strive for
your personal best while empowering
others. And most important,
the secret to wisdom is knowing
what you don't know.

Your life will challenge you in
so many ways! Embrace ~~the~~ the
journey. You will be joined by
so many people along the way
who have so much to teach you.
Show Up! Pay Attention!

Decide ^{to and} what you want to be.
Then make it so!

Be grateful! ~~Be~~ Be Mindful!

So Much Love,

Your Future Self

INTENTION VS. MECHANISM

INTENTION

%100

PURPOSE (WHY)

VISION (WHAT)

ENERGY

COMMITMENT

RESULTS

MECHANISM

%0

RIGHT WAY

PERFECT WAY

LOGICAL WAY

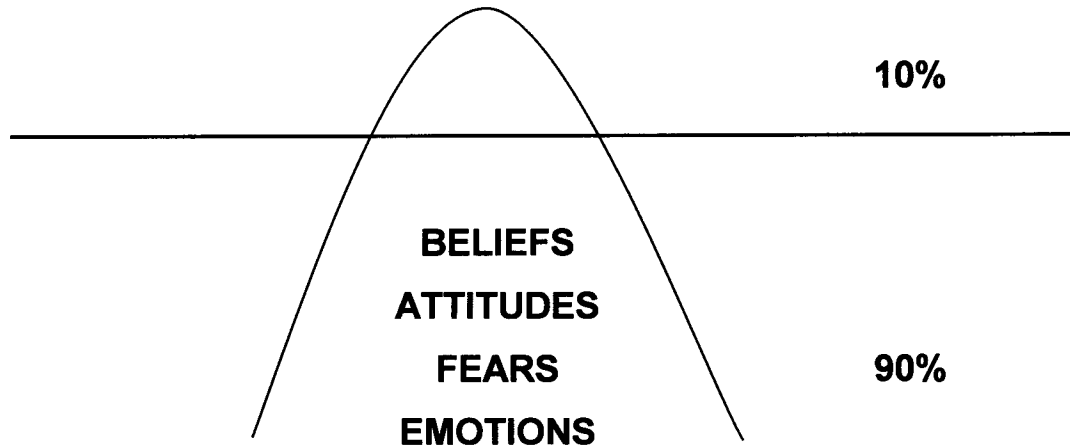
SAFE WAY

EASY WAY

MY WAY

LIMITATIONS

Iceberg



CONSCIOUS CHOICE 10%
UNCONSCIOUS CHOICE 90%

AGREEMENTS

**PRICES FOR
BREAKING AGREEMENTS**

**LOSE TRUST WITH OTHERS
LOSE RELATIONSHIPS
DECREASE SELF TRUST
DECREASE SELF WORTH
LOSE ENERGY
LOSE FOCUS
LOSE RESULTS
FORFEIT INTEGRITY**

**REWARDS FOR
KEEPING AGREEMENTS**

**GAIN TRUST WITH OTHERS
GAIN RELATIONSHIPS
INCREASE SELF TRUST
INCREASE SELF WORTH
CREATE ENERGY
MAINTAIN FOCUS
ATTAIN RESULTS
PRESERVE INTEGRITY**

ALL AGREEMENTS ARE IMPORTANT

EXCELLENCE VS PERFECTION

EXCELLENCE

LEARN FROM MISTAKES
EXCITEMENT
HIGH RISK
EMPOWERMENT
ACCEPTANCE
ABUNDANCE OF CHOICES
JOURNEY/RESULTS
PLAYING TO WIN
HERE/NOW
WORKING/NOT WORKING
RIGHT/WRONG

PERFECTION

NO ROOM FOR ERROR
FEAR
LOW RISK
CONTROL
JUDGEMENT
SCARCITY OF CHOICES
RESULTS ONLY
PLAYING NOT TO LOSE
THEN/THERE

SPRING RIDGE ACADEMY FOCUS

**TRUST
AUTONOMY
INITIATIVE
INDUSTRY
IDENTITY
INTIMACY**

**I TRUST MYSELF
I CAN DO IT
I WILL RISK IT
I AM COMPETENT
I KNOW WHO I AM
I AM CONNECTED**

**HONESTY
ACCOUNTABILITY
RESPONSIBILITY
COMPLETION
SELF-REGULATION
BOUNDARIES
RESPECT
DELAYED GRATIFICATION
KEEPING AGREEMENTS
RESILIENCY
10,000 HOURS
MOVING TOWARD INTERDEPENDENCE
UNDERSTANDING, OWNING AND SPEAKING REALITY**

MATURE AND ACTUALIZED STAGES OF DEVELOPMENT TRUST

- Signal appropriately to get needs met
- Accept appropriate touching & nurturing with boundaries
- Bond emotionally, to learn to trust self and caring others
- Choose to live, to be
- Explore & experience the environment; to develop initiative
- Develop sensory awareness by using all senses
- Signal needs; to trust others & ourselves; to get help in time of distress
- Form secure attachments with parents, caregivers & others who play a significant role in your life
- Learn that there are options and not all problems are easily solved
- Experience emotional balance and energy
- Feelings of adequacy, personal power and trust
- Knowing and asking for what you need and want
- Balancing your needs with others' needs
- Willingness to disclose information about ourselves when appropriate
- "Being" issues become prominent
- Knowing when to initiate & when to be inactive
- Knowing goals and being goal-directed to achieve appropriate purpose and vision
- Seeking or developing new motivations in life
- Learning from all choices – working and not working
- Knowing what you know and what you don't know
- Thinking it is okay to be safe, supported, protected
- Finishes tasks

AUTONOMY

- Establish the ability to think for self; to think & solve problems with cause-and-effect thinking
- Test reality, to push against boundaries and other people
- Follow safety commands
- Express anger and other feelings appropriately
- Individuate from parents, caregivers, and other significant parent figures without losing their love
- Give up beliefs about being the center of the universe
- Sharing with boundaries
- Give up the need to be right; apply working and not working
- Knowing and speaking one's reality

INITIATIVE

- Assert an identity separate from others
- Acquire information about the world, self, body and sex role
- Learn that behaviors have consequences
- Discover our effect on others and our place in groups; to learn socially appropriate behavior
- Learn to exert power to affect our relationships; to learn the extent of our personal power
- Separate fantasy from reality
- Using power appropriately
- Trust personal adequacy
- Knowing self separate from others or outside results
- Knowing you are not your results
- Creating a balanced drive to achieve
- Creating realistic solutions or effects

INDUSTRY

- Learn skills, learn from mistakes and decide to be adequate
- Learn to listen in order to collect information and think
- Practice thinking and doing; to reason about wants and needs
- Check out family/caregiver rules, ideas and values, and learn about structures and people outside the immediate family or familial structure
- Experience the consequences of breaking rules; to develop internal controls
- Disagree with others and still be loved
- Learn what my responsibility is and what is the responsibility of others
- Learn when to flee, when to "flow," and when to stand firm; to develop the capacity to cooperate
- Balance between being alone and choosing to be a part of groups without losing your identity
- Ability to both lead and follow
- Understanding the relevance of rules and the freedom that rules can bestow
- Willingness to examine personal values or morals
- Trusting one's own thinking and intuition
- Willingness to learn new things or be productive

IDENTITY

- Take more steps toward independence
- Achieve a clearer emotional separation from family
- Emerge gradually as a separate, independent person with one's own identity and values
- Be competent and responsible for one's own needs, feelings and behaviors
- Understanding of sexuality and sex role with boundaries
- Create and integrate your own values and morals
- Complete tasks
- Initiate projects willingly
- Balance between individuation and connection with family
- Make and keep commitments
- Looking to self for a definition of who we are
- Understand the difference between sex and nurturing

GLOSSARY OF TERMS

ACCOUNTABILITY	willingness to account for the events, experience, results, beliefs, attitudes, and assumptions in life for the purpose of learning. Creates organizing power in life.
FEEDBACK	an individual experience or observation of an event or person.
GRUNGIES	fixed emotional responses that result in short-term manipulation.
ICEBERG	reference to how we can be like an iceberg; 10%.
ANALOGY	conscious and 90% unconscious or hidden.
IMAGE	set of fixed responses and behaviors that create a particular demeanor.
INTENTION	an essential component (part of which may be hidden) that determines results; comprised of purpose, vision, energy and commitment.
MECHANISM	the "how to" in creating results; to often focused on rather than intention.
NINE-DOT PARADIGM	fixed point of view that limits options and results.
PAYOFFS	short term pleasure based on negative control.
PROACTIVE CHOICE	choice based on consciousness, clarity and accountability of factors related to creating specific results.

**REACTIVE
CHOICE**

choice that is based on fixed beliefs, attitudes and assumptions that limit life experiences.

RESPONSIBILITY

ability to respond in the present. Action. Accountability serves as the knowledge (organizing power) for response in the present. Creates actualizing power in life.

RESULTS

key indicators (feedback) reflecting choice and intention. Accountability for results provides the opportunity for learning (knowledge) and a more conscious response (action).

SELF-ENHANCING

beliefs, attitudes, and assumptions that enhance.

BELIEFS

growth, desired outcomes, and quality of life.

**SELF-LIMITING
BELIEFS**

beliefs, attitudes, and assumptions that limit growth desired outcomes, and quality of life.

QUALITY OF LIFE

long-term pleasure; short-term pain.

WORKING

producing the results, experiences, and relationships that enhance quality of life for the individual and the community.

NOT WORKING

not producing the results, experiences, and relationships that enhance quality of life for the individual and the community.

JENNIFER

TO DREAM THE IMPOSSIBLE DREAM,
TO FIGHT THE UNBEATABLE FOE,
TO BEAR WITH UNBEARABLE SORROW.
TO RUN WHERE THE BRAVE DARE NOT GO,

KELLY

TO RIGHT THE UNRIGHTABLE WRONG,
TO BE BETTER FAR THEN YOU ARE,
TO TRY WHEN YOUR ARMS ARE TOO WEARY,
TO REACH THE UNREACHABLE STAR.

KIMBERLY

THIS IS MY QUEST, TO FOLLOW THAT STAR,
NO MATTER HOW HOPELESS, NO MATTER HOW FAR,
TO FIGHT FOR THE RIGHT WITHOUT QUESTION OR PAUSE,
TO BE WILLING TO MARCH INTO HELL FOR A HEAVENLY CAUSE.

RICH

AND I KNOW IF I'LL ONLY BE TRUE
TO THIS GLORIOUS QUEST,
THAT MY HEART WILL LIE PEACEFUL AND CALM,
WHEN I'M LAID TO MY REST.

DERMOT

AND THE WORLD WILL BE BETTER FOR THIS,
THAT ONE MAN SCORNED AND COVERED WITH SCARS,
STILL STROVE WITH HIS LAST OUNCE OF COURAGE,
TO REACH THE UNREACHABLE STAR.

**PARENT CHALLENGE
SECOND NIGHT EXERCISES**

1. Complete pages in your notebook dealing with “win/lose games.” Notice your patterns of thinking, feeling and behaving
2. On the page in your notebook “Letter from Magical Child” write a letter from your magical child to you. Use your non-dominant hand.

CHALLENGE
FIRST NIGHT EXERCISE

EVENT, EXPERIENCE, RELATIONSHIPS (CHOOSE 5)	NON-WORKING BELIEF, ATTITUDES, ASSUMPTIONS	NON-WORKING EMOTIONS/FEELINGS	NON-WORKING PATTERNS OF BEHAVIOR

Exhibit C



**A CHOICE FOR CHANGE
A PARADIGM FOR SUCCESS
A COMMITMENT TO EXCELLENCE**

PARENT MANUAL

**13690 S. Burton Road – Spring Valley, AZ 86333
(928) 632-4602
www.springridgeacademy.com**



Dear Parents:

Welcome to Spring Ridge Academy – a unique and comprehensive family systems program. We realize how difficult the decision was to place your daughter with us. We appreciate the trust expressed by that decision. Your choice was a strong, affirmative statement of love for your daughter, and you have given her a great opportunity.

In the coming months, you will see her begin to make new and better choices in her life. Your daughter's progress will be neither smooth nor constant. Your partnership, participation, and support of the Spring Ridge Academy program are pivotal to your daughter's success and treatment. Your involvement creates the necessary foundation for a balanced transition back into the home environment. It is important to maintain regular contact with your daughter, to implement the appropriate visitation requirements and to participate in the periodic workshops.

We want you to know what the process typically involves so you can place the letters, phone calls, and personal meetings you have with your daughter in proper perspective. The materials that follow provide you with an orientation to our philosophy, policies, and procedures.

You have been through a lot to get to this juncture, and we want to assure you that you've taken a step that will make a significant difference for you and for your daughter. We are here to serve you, your daughter, and your family.

Warm regards,

Brandon Courtney
Program Director

Suzie Courtney
Executive Director

WELCOME TO SPRING RIDGE ACADEMY

Philosophy

Spring Ridge Academy was created to address the issues of teenage women and their families through a multifaceted and integrated approach. SRA uses a team approach to establish an environment of change, success and excellence for our students. We utilize open lines of communication, mutual respect for all areas of the program, and acknowledgement of the contribution of each and every employee. Program structure must remain consistent throughout each area and with each employee.

Purpose

Spring Ridge Academy is committed to creating an emotionally, physically, academically, socially, and spiritually nurturing environment that:

- Confronts self-limiting beliefs, attitudes, and behaviors inhibiting life experiences
- Establishes self-enhancing beliefs, attitudes and behaviors embracing life challenges
- Nourishes the development of social, occupational, and life skills
- Builds a foundation for actualizing change by accepting individual choice
- Provides an opportunity to establish self-trust, healthy boundaries, delayed gratification, self-regulation, and balance
- Provides the opportunity for families to establish communication, cooperation and a home environment conducive to growth and transformation
- Generates motivated, confident, accountable, and responsible leaders in, and assets to, their community

Vision

Spring Ridge Academy consists of six integrated areas to meet the needs of young women ages 13-17: emotional, academic, physical, community, family and spiritual. SRA provides:

- A therapeutic program which includes, but is not limited to individual, group, and family therapy
- A family systems approach that establishes a conducive home and transition environment
- A comprehensive academic curriculum focusing on mastery of basic and advanced skills
- A personalized academic program focusing on college prep
- A unique, multi-faceted humanities program integrating the arts to enhance an understanding of self, community, and history
- A series of dynamic workshops for students, parents, faculty, staff and community
- A complete physical conditioning program
- An extensive community integration curriculum centering on the development of social, occupational, and life skills

Belief Statements

1. We believe commitment to continuous improvement enables confident, self-directed, lifelong learners.
2. We believe self-esteem is enhanced by positive relationships and mutual respect.
3. We believe a variety of instructional approaches support learning differences.
4. We believe cultural diversity increases understanding of different peoples and cultures.
5. We believe responsible choice creates proactive outcomes and innovative change.
6. We believe essential knowledge and skills are demonstrated by actively solving problems and producing quality work.
7. We believe a safe and physically comfortable environment promotes learning.
8. We believe appropriate decisions are made in a supportive and challenging learning environment.
9. We believe a learning organization promotes opportunities for all those who work together as a community of learners.
10. We believe in valuing each individual for her unique physical, social, emotional and intellectual contributions.
11. We believe the staff, students, parents, and extended community share the responsibility for advancing the school's mission.
12. We believe exceptional students require special services and resources.
13. We believe respect and trust operate as fundamental elements of learning environments.
14. We believe everyone can learn.
15. We believe challenging expectations increase individual performance.
16. We believe learning is the chief priority for the school.
17. We believe accountability creates proactive learning and choice.
18. We believe that which is not acted upon is not learned.
19. We believe the risk necessary for change is imperative for growth.
20. We believe there are no accidents.
21. We believe the purpose of education is to unsettle the mind.
22. We believe in the honor and integrity of each individual.

THERAPY

The therapeutic approach at Spring Ridge Academy utilizes a combination of developmentally based approaches, trauma informed lens, and family systems therapy to create a comprehensive scope of treatment. Each family member brings a unique history and pattern of relational development that colors his/her perceptions and influences his/her response to familial interactions. The adolescent, in all cases, is dealing with incomplete social development and is experiencing the critical stage of forming an identity based in worth and value.

At SRA, we evaluate the developmental strengths and struggles of each student and immediately begin to discern where work needs to be done to substantially begin to bring them to a more age appropriate maturity level. Through the practice of healthy boundaries, delayed gratification, self-regulation, and trust, our young women begin to establish an internal set of values and self worth that becomes the basis of their identity.

Trauma often negatively impacts a young woman's development, ability to emotionally regulate, utilize effective coping skills, and achieve life goals and expectations. In addition to cognitive based therapies, Spring Ridge uses evidence based modalities and treatments such as EMDR, Somatic based therapies, and Post Induction Therapy to resolve issues related to trauma.

To promote long term therapeutic success, Spring Ridge believes patterns of behavior within family dynamics must be explored. Family therapy occurs in conjunction with individual therapy to resolve conflict, improve communication, develop a system of trust and support, increase connection, and practice effective boundaries and limit setting by parents. A key element to family therapy is full participation of parents, including: required reading, therapy assignments, and participation in family therapy sessions, visits, and workshops. Parent's attendance in their own individual therapies or support groups is also highly recommended.

Group therapies are frequently the most effective way to work with adolescent populations. Group therapy allows students to practice new styles of relating, practice speaking their reality, setting boundaries with peers, creating healthy connection, and exploring self limiting beliefs. Groups allow a safe environment to practice conflict resolution and for student's to receive feedback and observations from one another. Trauma resolution is also incorporated into group therapy.

Therapist

The master treatment plan is developed during the first month of enrollment. While developing the master treatment plan, your daughter is seen weekly for individual therapy. You will have weekly sessions with the therapist. The goal in all of these sessions is to establish relationship and rapport, creating a timeline while collecting historic information, developmental assessment, and bringing forward recent therapy from previous placements. After the first month, family therapy with your daughter will begin. Out of the master treatment plan specific therapeutic modalities and

interventions will be identified. The plan for style and frequency of family therapy will be designed. You will have weekly contact with your therapist.

ACADEMICS

The Spring Ridge Academy academic program is a major part of our innovative, integrated program that addresses the educational, emotional, physical, spiritual and family issues of teenage women. The college prep curriculum requires the student to work to her full potential to solidify their academic foundation and to develop critical thinking skills required for success in post-secondary education and in a productive life. Teachers assess each student's needs to determine how to best challenge each student based on their needs in the classroom and in the program.

The faculty works to nurture an appreciation for knowledge in our students, so they will become life-long learners-- a requirement of successful people in the 21st century. We endeavor to develop an inquisitive student who can work independently toward established goals and with outlined procedures.

In addition Spring Ridge Academy is a SAT and ACT test site and administers tests on national test dates. In preparation for the these tests, juniors and seniors have the opportunity to enroll in test preparation classes offered in the Fall and Spring.

Academic Mentors

Each SRA student has an academic mentor who will monitor her academic and behavioral performance in classes and address academic needs as they arise by working with the small treatment team and developing plans of action. Your daughter's academic mentor will contact you within the first four weeks. If you have any questions regarding your daughter's academic progress or the academic program, please contact our principal, Justin Zych.

*** Course offerings are posted on our website**

COMMUNITY

The community serves as an environment where students develop and practice effective emotional, relational, physical, and creative skills. The community creates an atmosphere of safety, support and respect to encourage students to be mindful of their beliefs, feelings, and patterns of behavior, to understand the impact of these patterns, and to purposely redirect new patterns. The community provides day-to-day structure and guidance to assist with the development and practice of the skills necessary to integrate effectively into the real world.

In our community, students develop a realistic understanding of their own individual strengths and weaknesses. They are encouraged to use this self-knowledge to promote priorities, values and ideals that are purposeful, accountable, balanced, flexible and responsible. In this challenge, we seek to nurture common sense, a sense of justice, a sense of honor, and a sense of humor.

Students are taught and mentored in skills that foster interpersonal relationships, boundaries, self-regulation, structure, leadership, and etiquette.

Community Life Directors

Each treatment team has a Community Life Director (CLD) whose role is to bridge day to day life and therapy. The CLD's bring the master treatment plan goals into daily life and daily life into therapy. Community Life Directors provide group process to address relationships, problem solving, goals setting and coping skills. Parent's weekly phone calls will begin with the CLD facilitating opportunities for deeper and more meaningful exchanges and practicing new communication skills. Assisting students and their families with visit preparation, visit goal setting, and visit debriefing, is a large part of the CLD role. The CLD works with all members of the treatment teams to insure integration and opportunities in all areas of Spring Ridge.

Community Coach Staff

The Community Coach Staff member serves to create an environment of respect, encouragement, accountability, and responsibility with the students of Spring Ridge Academy. The Community Coach Staff works to ensure safety and security, directs daily activities, and assists the students in learning social, occupational, and life skills.

CASELOAD TREATMENT TEAMS

Each student and family has a treatment team comprised of the therapist, two teachers, a CLD, and several Community Coach Staff members. The treatment team reviews the progress of the students on the caseload and develops plans of action and specific recommendations for the student and her family. The caseload treatment teams are responsible for the student's transition from Phase to Phase.

WORKSHOP PROGRAM

Student Workshop Program

Teen Challenge

A dynamic three-day seminar designed to challenge the student's self-limiting beliefs, attitudes and behaviors. This seminar introduces the student to accountability and responsibility for life choices. Siblings between the ages of 14 and 17 are welcome to attend this seminar.

Action Workshop

A three and one-half day seminar designed to create the opportunity for the student to change non-working patterns of behavior into working patterns and to experience a connection with, and love for, self.

Commitment Training

A two-week workshop focusing on a commitment to change, success and excellence through a variety of challenging experiences.

Parent/Family Program

Parent Challenge

A three-day seminar designed to give parents an opportunity to better understand themselves and their daughter. It is also an opportunity for siblings and/or other family members, 18 years or older, to join the family in the healing process.

All students in good standing will be allowed to attend the Parent Challenge graduation. It is possible, however, that a student will not attend the graduation if she has not made sufficient progress in the program. This decision will be made by the student's therapist with the family's best interests in mind.

All students are transported to the graduation site by SRA and transported back to SRA after dinner (approximately 8:30 p.m.). Phase I students will be transported to the dinner on the SRA bus. All other Phases may accompany their parents to the restaurant. No overnights will be allowed following the training. All students must remain at the restaurant until returning to SRA.

We highly recommend a family therapy session on Monday. Please schedule this session with your therapist.

Family I

A three-day seminar providing the opportunity for parents and teens to look at the dynamics in the family prior to SRA and begin to make plans for change. Family sculpting is a key component of this workshop.

Family II

A three-day seminar to prepare parents and teens for the final steps necessary for a successful integration into the family. Working together as a family and dealing with issues in a controlled environment are essential in preparing the student to go home.

During family trainings students will be allowed to stay with their parents following group the night before the training begins. Students whose parents cannot pick them up by 7:00 p.m. will remain on campus. Students will be also having an area visit following the workshop will need to follow the Phase-specific guidelines.

What You May Experience From Your Daughter

Based on our experience, your daughter will go through a fairly predictable sequence of events. It is very important that you know what to expect since it will enable you to respond in a way that is appropriate, supportive, and productive.

At each step, you may hear certain types of comments, complaints, manipulations, and negotiations with the same theme "Get me out of here." Please understand that these manipulations, negotiations, and complaints are a normal and even useful part of the process. You may hear them in letters, phone calls, and personal visits. Don't be concerned if you don't hear them.

Please understand that your daughter's comments, even the negative ones, are a part of a positive process. She is at Spring Ridge Academy because she has not confronted certain things about herself. She will continue avoiding the hard work of change for as long as she can. She needs to play out all the easy options before the real work can begin. We expect that, and want you to expect it as well. We know that some of these things can be very distressing to hear, and they come at a time when you are very emotionally vulnerable. Know that such expressions often provide us an important point of access for dealing with significant underlying issues such as honesty, integrity, manipulation, and anger. Parents often ask us how to respond. Here are our recommendations:

1. Be understanding, understated, firm, and clear with your daughter about the fact that she is going to stay the course
2. Be consistent about telling her that you love her, know the process is really difficult, and the struggle will eventually lead her to success and happiness
3. Do not negotiate, placate, or promise
4. Do not acknowledge concern about any of the horrendous circumstances and events she will undoubtedly describe (If you really do have a concern, please call us, but do not suggest to your daughter that you share her concern.).
5. Do acknowledge that you understand why your daughter feels as she does now, and express certainty she will feel very different, and very proud, when she has completed the process.

If we were to assign you a parent job, it would be to always keep your daughter centered on the process of learning to love and trust herself, expanding developmental maturity, and practicing skills that will assist her in living in the "real world" for the rest of her life. Do not let her divert her attention and yours from this focus. Manipulation, at which she may have become quite adept, is about avoidance of the issues that contributed to her being at SRA. Remind her of where she needs to go, and respond briefly or not at all to her manipulations and complaints.

Depending on a number of factors, it can take several months for a student to progress through each of these steps. We generally recommend that parents see Spring Ridge

Academy as a minimum 15-month commitment. Though the time period varies considerably from student to student, the sequence of steps is remarkably similar. If your daughter attended wilderness prior to coming to SRA, she may adjust more readily and may not experience some or any of the following:

Denial

When a student first arrives at Spring Ridge Academy, the initial reaction is generally anger and outright denial. Robbed of the certainty of her familiar environment, your daughter is unsure of herself and insecure. She doesn't know what to expect and would much rather have her old milieu back. Statements may include:

"I don't need to be here."

"I can't believe my own parents would do this to me."

"I hate you."

"I hate everyone here."

"You're wasting your money."

"I was doing just fine before."

"This isn't helping me at all."

Dichotomy

During the dichotomy Phase, a student begins to tentatively test and accept some aspects of the SRA program but continues denying their usefulness to parents. This leads to the dichotomy; your daughter shows good progress in her academic work, better behavior choices, improved cooperation and steady advancement, but communication to her parents includes comments that mix guilt, manipulation, and self-pity. These statements may include:

"Nobody here pays any attention to what I'm doing."

"The food here is really terrible, and they don't feed us enough."

"The staff is just manipulating you so you'll keep me here and pay them."

"Everyone here is really bad and I'm learning to be a delinquent."

"You've got to get me out of here before I go crazy."

"If you let me come home I promise I'll be good."

"I'd do better at home working with a really good therapist."

Acceptance

Having tried all the possible manipulations and negotiations to no avail, your daughter eventually decides she really is at Spring Ridge Academy to stay and to change. This is the end of the downward spiral and the beginning of the building up process.

Throughout the acceptance Phase, comments will vary between good and bad, positive and negative, with an occasional final testing of the exit possibilities. You may hear:

"I guess it's not so bad here."

"Some of the teachers are OK."

"I've learned a lot and could do fine if you'd let me come home."

Internalization

Now a student progresses from behaving properly because she is being closely watched and constantly confronted to behaving properly based on her own internal compass. She's beginning to make her own choices and those choices are increasingly working for her. You will recognize this Phase by the preponderance of positive comments about herself, her accomplishments, and her triumphs academically, socially, athletically, and in many other ways. Depending on her age, you may also start to hear more interest in assuming an adult role in the world. Some of the things you will hear are:

"My grades in math have really improved."

"I'm beginning to think about college."

"I have made some really great friends here."

SRA INFORMATION

MAIL

Being able to correspond is important to your daughter's progress at Spring Ridge Academy. Letter writing provides an opportunity for thought, coordination of ideas, and time to be mindful of what is being communicated. We encourage regular letter writing. Through her letters, your daughter will learn a variety of important emotional skills, increase her communication and writing skills, and enhance her relationship with the family. If your daughter is not corresponding with you regularly, or if there is any noticeable change in her frequency of letter writing, let her therapist know.

We want our young women to focus on themselves and their family. Once this foundation is established, the students may expand their letter writing to others. Please familiarize yourself with the Phase-specific guidelines section for mail in this manual. We ask you not to permit correspondence outside of these guidelines.

PHONE CALLS

It is one of our goals to help students learn how to interact with their parents in a healthy manner and not through demands, manipulations, guilt trips, and self-centeredness. Students can express strong feelings and conflicting viewpoints without demeaning or badgering parents. It is also expected that a significant portion of each phone call is used for the student to discuss what they are learning and what issues they are addressing in therapy. Please familiarize yourself with the Phase-specific guidelines section for phone calls in this manual.

Special Day Exception

Thanksgiving, Hanukkah, Passover, Rosh Hashanah, Yom Kippur, Easter, Christmas, Mother's Day, Father's Day and Student's Birthday: Students on campus during these holidays will make a 5 minute telephone call to their parents. These calls are not specifically scheduled ahead of time. If you have a specific time to receive one of these calls, please contact your CLD.

PARENTING GUIDELINES FOR VISITS

Purpose

The purpose of Parenting Guidelines for Visits is to assist parents in creating a tone and environment of structure and expectations where your daughter will practice new patterns of thinking, feeling and behaving. The purpose is to achieve effective long-term parenting, to develop effective communication, and to establish family unity. Your cooperation in this endeavor is paramount. Visits that do not follow this structure will undermine your daughter's treatment and your progress as a family. Please refer to the Phase Guidelines for specific Phase appropriate information.

Prerequisite for all Visits

Visits must be approved and scheduled a minimum of 10 calendar days prior to the start of the posted non school day visits. Any visits outside of the normal visit window must be approved by the treatment team, the program team and scheduled 10 calendar days prior to the visit. Visits may be declined if requested outside of this time frame.

Attendance in academic classes is a priority and **visits must be scheduled during designated 'non school' days**. Students must be in good standing in the community and academics for all visits. Students who have violated school policy, are incomplete with class assignments, or are not in compliance with the Phase Guidelines, could result in a last minute notice of visit cancellation. **We recommend you always purchase refundable tickets.**

Visit Scheduling – Travel Parameters

Students may not miss any class time or leave a graduation ceremony early to take an earlier flight.

Your daughters' therapist must approve all visits before booking reservations.

After therapist approval, please send all itinerary information to admin@springridgeacademy.com

Spring Ridge Academy uses Willis Sedan Service to shuttle students to and from the airport. They provide a professional Town Car service focused on safely transporting your daughter directly to and from the airport.

We have worked out a flat rate pricing structure, which consists of two price points. The shuttle rate will be either \$125 or \$75 per direction.

- Spring Ridge Academy experiences a large number of students traveling during scheduled Breaks and we attempt to have several students share each shuttle. The one-way price per student with multiple passengers in the vehicle is \$75. The rate for Return shuttles, during the standard timeframe of the Break is \$75.
- The rate for shuttles taking place during non-Break times, or if the time of the departure causes your daughter to ride by herself is \$125. Additionally, flights landing after 7 PM will also be subject to the higher rate.
- Willis Sedan is able to provide additional services as needed. There are times when parents request an escort into the airport. Willis is able to either walk your daughter to Security or stay with her at the gate until takeoff. The rate of up to \$75 per hour applies for this service.
- Willis Sedan is also available for special transportation requests; please contact Fran at 602-292-9649 to discuss your specific situations.

During the Break, it is common for shuttles to leave SRA as early as 4 AM for flights departing around 7 AM. SRA asks that all returning flights be on the ground by 5:00 PM.

The shuttle charges are added to your monthly invoice from Spring Ridge. Please address any shuttle billing questions to Bookkeeper, Barbara VonMoses at bvonmoses@springridgeacademy.com

If you have questions pertaining to ride sharing or shuttle times, please contact Enza Campione-Gawryluk at admin@springridgeacademy.com or at extension 1000.

Procedure for Sending Medication Home on Visits

When a student leaves campus for a home visit, our policy is to give the student a supply of her medication for the days she is away, i.e. if she is gone 5 days, she is given 5 days medication.

Travel Coordinator/Home Visits

Home visits require the Travel Coordinator to have the complete travel itinerary showing travel dates, times, airline and confirmation number. The Travel Coordinator will make the necessary shuttle arrangements for transportation to/from Phoenix Sky Harbor airport.

The Travel Coordinator will meet with each Phase III student to discuss the entire travel process in order to ensure each student feels confident and safe about her upcoming travel. Each student receives her itinerary, boarding pass, \$21.00, and student identification.

Guidelines for Returning to Campus - Arrival time

Students must arrive back at Phoenix Sky Harbor airport by 5:00 p.m. Please notify Spring Ridge Academy emergency cell phone if there are any last minute changes in plans. In the event of a missed flight or flight cancellation, you must notify the company. Please call Willis Sedan Services at 602-292-9649 to inform them of the change or cancellation to avoid a charge for the service.

Food - Plants

Students may not return to campus from a visit with food or potted plants.

Illness or Exposure to Communicable Disease

If your daughter should become ill during her visit or experienced exposure to a communicable disease, please advise our nurse prior to her return so that we may ensure proper care for her.

Non-Prescriptive and Prescriptive Drugs

Contact the Medical Office ext. 1120 or 1190, before sending unapproved non-prescriptive or over-the-counter medication.

Finals Week

There are no visit opportunities during finals week. Please check the current semester schedule to confirm finals week dates.

Appropriate Dress

When leaving and returning to campus, students wear their own appropriate clothes.

Phase Specific Guidelines

Phase I - ORIENTATION

Mail – Phase I

Students may write and receive letters only from parents, siblings and grandparents. The therapist must approve any exceptions.

Phone Calls – Phase I

The first week of enrollment, the student begins weekly 10-minute phone calls with her parents. These calls are monitored by a Community Life Director (CLD) for a minimum of 8 weeks and occur with the use of a speaker phone. Note that your daughter may advance to Phase II before the minimum of 8 weeks is met.

Visits - On Campus Guidelines – Phase I

The on-campus visit is an opportunity to learn how SRA's structured planning serves the student body. Parents are welcome to attend academic classes and other daily activities. This is the time to begin to open lines of communication with your daughter. The following rules are necessary to maintain a structured environment:

- Visiting hours are 9:00 a.m. – 4:00 p.m.
- All SRA rules will be followed
- Cell phones / electronic devices are not permitted on campus
- Communication supportive of family connection
- Student will participate in all program activities and parents are welcome to attend with the exception of therapy groups

Understanding Phase I: ORIENTATION

Orientation Phase gives students time to acclimate to Spring Ridge Academy and understand placement at SRA. It is important for students to realize that placement was due to their unmanageable patterns of thinking, feeling and behaving. Students must demonstrate the following skills, expectations, and requirements before advancing to the next phase.

PERSONAL SKILLS

Begins to identify, label, and express feelings appropriately

Begins to understand the concept of working/non working

Begins to use "I" messages

Completes responsibilities on time (Examples: chores, café duties, laundry, evening rituals)

Introduced to the concept of accountability, responsibility, change, and SRA values

INTERPERSONAL SKILLS

Learns and practices introductions, handshake and eye contact

Begins to self-disclose when prompted

Begins to understand and use feedback format

Follows SRA structure, boundaries, guidelines, and accepts redirection

Demonstrates respectful actions to self and others, practice respectful communication

Is courteous to others; thank you, please, etc.

Begins to build trust with self and others

Begins to develop working relationships (Examples: peers, sister caseload, treatment team members)

Works cooperatively with roommates and staff

Begins to delay gratification

ACADEMIC SKILLS AND EXPECTATIONS

Follows classroom rules of conduct and order as specified by the instructor

Completes units, assignments and outcomes of each course

Begins to:

- a. ask relevant questions
- b. work to ability
- c. communicate with Academic Advisor
- d. identify self-limiting beliefs, attitudes and behaviors regarding academics
- e. utilize study time productively
- f. strive for excellence

PHYSICAL WELLNESS SKILLS

Participates in physical conditioning

Practices good posture

Follows medication regimen and medical advisement

Learns healthy lifestyle, including exercise, nutritional expectations and hydration

THERAPY EXPECTATIONS

Participates in establishing treatment goals

Participates in clinical intake

Participates in treatment planning

Completes Family of Origin and debrief

Completes therapy homework as assigned

Works toward honesty and accountability in building relationship with therapist

Is attentive in group and becomes consistently participatory in a respectful appropriate manner

REQUIREMENTS

Shares a meal with each member of the caseload, CLD, teachers, and staff on their treatment team

Learns to write checks and balance account

Learns and demonstrates manners; must pass manners test

Completes orientation binder
Completes Boundary book, boundary packet and quiz
Begins to practice mindfulness and community living skills: makes bed, laundry, room chores, and dorm chores within allotted timeframe
Complete "Toastmasters" introductory speech
Participates in community activities and shares in community groups
Writes a relational letter to family every week
Completes four consecutive successful supervised phone calls
Social media passwords are disclosed to CLD for parental review

Phase II: CONSISTENCY

Mail – Phase II

Students may write directly to aunts, uncles and cousins with parent and therapist approval.

Phone Calls – Phase II

Once the minimum of 8 monitored calls is met, students may begin monitored weekly 20-minute phone call with parents. These phone calls are scheduled by the CLDs and are monitored by the Community Coach Staff members. The purpose of these calls is to increase regular communication and information. As the student progresses through Phase II and creates trust, these calls will be unmonitored.

Visits - Phase II

The purpose of Phase II visits is to establish structure and trust while maintaining open lines of communication. Students are encouraged to implement skills they have learned on-campus during the visit. This time should largely be relational and interactive; it is not a time to necessarily 'vacation'. A Phase II visit is 3 days and 2 nights. Visit departure time may not conflict with school or group hours on academic days. Students must return to campus and check-in by 4:00. Parents may stay for dinner with treatment team approval and depart campus by 6:30 pm.

The following Ground Rules are necessary to facilitate a productive visit:

- Your daughter needs to be directly supervised by a parent at all times while off campus
- No alcohol, illegal substances or cigarettes
- No sexual activity
- No contacting peers or friends
- Phone usage with parent supervision includes family members only
- No Internet, email, texting, telephone, or social media
- Students follow Phase II make up and jewelry guidelines
- Students leave and return to campus in appropriate dress
- Students will not bring inappropriate items back to campus
- Students are not permitted to pass messages for other students
- Students return to campus by 4 p.m. on the day of return

Structural components and expectations set by parents:

- Bedtime and wake up. Your daughter is responsible to set her alarm
- One hour daily physical activity
- Healthy food choices
- Parents determine appropriate music, movies and other media
- Courtesy, respectful behavior, manners, cleanliness, and general utilization of new communication skills
- Students refrain from major appearance changes including hair dye, piercings and tattoos
- Daily hygiene and medication routine
- Shopping is limited to necessities only

Suggested Family Activities

Hiking, cooking, board games, bike riding, service and volunteering, family traditions and rituals, sports, museums, and times to connect as a family in both casual and more intimate exchanges. We strongly suggest renting a house instead of staying in a hotel. You are creating 'family traditions' that will last long after your student's enrollment at Spring Ridge Academy.

Students and/or family members may revert to old patterns of thinking, feeling and behaving. In the case that students begin to engage and behave in some of these 'old' patterns, use the following resources:

- Contact your Community Life Director
- Emergency School Cell Phone (928) 925-4989
- Return to campus to regroup, debrief issue and create a plan for the rest of the visit time with our Community Life Directors or staff
- DEAR MAN – Effective communication skills
(Describe-Express-Assert-Reinforce / stay Mindful-Appear confident-Negotiate)
- Talking/Listening Boundaries
- Mindful Self-Talk
- Family Communication
- Meditation

Understanding Phase II: CONSISTENCY

Phase II is a time for students to begin to integrate back into a structured family system, practice skills learned on campus, develop productive family communication, and apply age-appropriate thinking, feeling, behaving. We want students to exhibit and practice self-regulation, delayed gratification and problem solving skills on these visits.

Students in this part of the process are just beginning to develop a sense of self and identity. Bombarding them with media, electronics, shopping, and other social influences is counterproductive. Your daughter has learned to be more mindful of her patterns of thinking, feeling and behaving. The structure you set for the visit, in

conjunction with your treatment team, needs to be in alignment with this mindfulness. Students and their families must demonstrate the following skills, expectations, and requirements before advancing to the next phase.

PERSONAL SKILLS

- Identifies and challenges self limiting beliefs, behaviors and emotions
- Identifies, labels and expresses feelings appropriately
- Increases working behaviors and pro-social communication
- Identify, redirect and reduce non-working behavior
- Uses "I" messages
- Completes work on time
- Begins to differentiate needs and wants
- Develops personal boundaries
- Practices accountability
- Delays gratification
- Develops problem-solving skills
- Practices self-regulation

INTERPERSONAL SKILLS

- Honestly self-discloses
- Openly participates in groups
- Demonstrates interpersonal boundaries
- Develops working relationships
- Understands and uses feedback
- Follows SRA rules, boundaries, and guidelines
- Practices courtesy and respect
- Establishes trust through honesty and increased vulnerability with self, peers and treatment team members
- Accepts redirection
- Refrains from holding secrets for self and others

ACADEMIC SKILLS AND EXPECTATIONS

- Follows classroom rules of conduct and order as specified by the instructor
- Completes units, assignments and outcomes of each course on time
- Asks relevant questions and contributes to class discussions
- Identifies self-limiting beliefs, attitudes and behaviors regarding academics
- Utilizes study time productively
- Is punctual to all classes
- Develops critical thinking skills as measured by student teacher communication
- Strives for excellence
- Begins to establish relationships with teachers for the sake of academic and personal growth.

PHYSICAL WELLNESS SKILLS

Voluntarily participates in physical conditioning
Practices good posture
Exhibits healthy lifestyle, eating habits, including exercise, nutritional expectations and hydration

THERAPY EXPECTATIONS

Identifies and is working towards treatment goals
Demonstrates functional communication with staff, peers, and family
Understands the model of developmental maturity and immaturity
Addresses ego state continuum
Completes homework and is responsible for sharing
Actively participates in group
Is open, honest and willing in therapy
Identifies and addresses issues with self-esteem and core issues
Identifies and discloses trauma issues with a plan in place to address
Begins to develop family support system during visits and phone calls
Begins to challenge and change filters on family members
Begins to see parents/guardians as allies
Begins to demonstrate ability to set and respect healthy boundaries for self and others

REQUIREMENTS

Practices introductions, handshake, eye contact
Balances checkbook
Practices good manners
Practices Phase I and II community caseload group assignments
Completes daily community skills and responsibilities
Completes "Toastmasters" informative speech
Reads Phase II books and completes book reports: "Man's Search for Meaning" and "The Four Agreements"
Serves as a room leader
Is in alignment with dress code
Completes at least 3 successful Phase II visits
If applicable, actively participates in recovery process and expectations

FAMILY REQUIREMENTS

Practice effective boundaries and limit setting on visits and phone calls
Complete required Phase II reading – "Growing up Again"
Practice balance between being relational and structured
Continues effective communication with letter writing and phone calls
Seeks support and assistance with problem solving from treatment team
Identifies and defines family values
Practices self-regulation and personal boundaries

Phase III: Integration

Mail – Phase III

Students may write to extended family with parent and therapist approval.

Phone Calls – Phase III

Students now have one 20-minute parent phone call on a weekday and one 20-minute phone call on the weekends which are unmonitored. Phase III students have the responsibility and privilege of scheduling these phone calls. In the event parents are divorced or separated, the student is allowed 2 calls per week with each parent. A schedule is established to ensure the phone is available to each student. It is helpful to schedule a regular call day and time. If there is a conflict with your weekly phone call time please contact your CLD prior to your scheduled phone call to reschedule the call. If your scheduled call is missed you will resume the call the following week at your regularly scheduled time. If the missed call was due to an emergency situation please contact the emergency cell phone and a staff member will get you in touch with your daughter.

Visits - Phase III

The purpose of Phase III home visits is to assess the structured environment at home, increase rapport between family members, and strengthen communication. Family relationship(s) is the primary focus of these visits. The Phase III visit starts with 4 days and 3 nights, with the first and last days considered travel days. As success is demonstrated, and with therapist approval, the Phase III visit length may increase to a maximum of 6 days/5 nights, with the first and last days considered travel days. Attendance in academic classes is a priority and visits must be scheduled during designated no school days.

The following ground rules are necessary for maintaining structure, integrity, and trust:

- No alcohol, illegal substances and cigarettes
- No sexual activity
- No Internet, email, texting, telephone, or social media
- Students follow Phase III make up guidelines
- Students leave and return to campus in appropriate dress
- Students will not bring inappropriate items back to campus
- Students are not permitted to pass messages for other students
- Students need to arrive at the Sky Harbor Airport by 5:00 p.m. on the day of return
- Peers and friends are not included in Phase III visits. On the occasion when your daughter meets a peer, she may have a cordial exchange
- Upon returning to SRA, all money will be re-deposited to student checking
- 3 successful Phase III visits required.

Structural Components and Expectations Set by Parents:

- Healthy food choices
- Phone usage with parent supervision includes family members only
- Remove all phones and computers from your daughter's room
- Parents determine appropriate music, movies and other media
- Bedtime and wake up. Students set their own alarm
- One hour daily physical exercise
- Shopping is limited to necessities
- Courtesy, respectful behavior, manners, cleanliness, and general utilization of new communication skills
- Daily hygiene and medication routine
- Students complete household responsibilities in addition to making their bed and cleaning their room and bathroom daily
- Research therapeutic support as recommended by treatment team if applicable i.e. Al-Anon, AA, etc
- Students refrain from major appearance changes including hair dye, piercings and tattoos
- Students must be supervised by parents - Phase III is not a time when students can be left unattended at home or for other activities
- Students need to develop the ability to manage boredom and un-structured time without resorting to television and/or electronics
- Students are to integrate into the home and family structure. Please refrain from making major adjustments to your plans, schedule and routine when your daughter comes home

Suggested Family Activities

Hiking, cooking, board games, bike riding, service and volunteering, family traditions and rituals, sports, museums, and times to connect as a family in both casual and more intimate exchanges.

Students and/or family members may revert to old patterns of thinking, feeling and behaving. In the case that students begin to engage in some of these patterns, you have the following resources:

- Contact your Community Life Director
- Emergency School Cell Phone (928) 925-4989
- Return to campus
- DEAR MAN - Effective communication skills
(Describe-Express-Assert-Reinforce / stay Mindful-Appear confident-Negotiate)
- Talking/Listening Boundaries
- Mindful Self-Talk
- Family Communication
- Meditation

Understanding Phase III: INTEGRATION

Phase III is a time for students to integrate new skills learned into the home environment. On Phase I and Phase II the students and their families have re-established family structure and connection. Now it is time to practice these skills at home while simultaneously adding more responsibilities. Students are expected to exhibit self-regulation and resilience, to develop a sense of identity and self-trust in the home environment, and to become a productive part of the family. Phase III provides opportunity for the student to see their family as their greatest resource and to become a contributing member. A successful integration is based on the commitment of the family system to incorporate and practice new patterns of thinking, feeling, and behaving. Students must demonstrate the following skills, expectations, and requirements before advancing to the next phase.

PERSONAL SKILLS

- Identifies, labels and expresses feelings appropriately through behavior
- Independently completes work on time
- Routinely exhibits healthy internal and external personal boundaries
- Willingly and accountably looks at choice and results
- Delays gratification
- Practices problem solving skills
- Stops impulses and makes new choices on and off campus
- Exhibits self-redirection, self-regulation and self-motivation
- Demonstrates an increase in self-trust, self-confidence, self-esteem and joy
- Acts in an age-appropriate manner and practices appropriate dress and make-up
- Understands the difference between empathy and pseudo-empathy for others

INTERPERSONAL SKILLS

- Develops a personal leadership style in honestly self-disclosing
- Develops working relationships and connections
- Role models giving and receiving feedback
- Follows SRA rules, boundaries, and guidelines; understands purpose
- Exhibits, promotes, and practices courtesy and respect in all areas of SRA
- Establishes trust with self and others through keeping agreement
- Maintains working relationships with others
- Develops ability to expand meaningful relationships and sphere of influence
- Actively supports the SRA community by recognizing problems and creating solutions, organizing and leading activities, understanding the SRA structure, and leading/role modeling in all of these areas
- Begins to actively come to treatment team with working knowledge of current issues and starts to offer possible solutions

ACADEMIC SKILLS AND EXPECTATIONS

- Follows classroom rules of conduct and order as specified by the instructor
- Completes units, assignments and outcomes of each course on time
- Asks relevant questions and drives classroom discussions

Changes self-limiting beliefs, attitudes and behaviors regarding academics: self-enhancing
Utilizes study time productively
Demonstrates critical thinking skills
Strives for excellence
Contributes to the learning environment
Consistently uses communication to maintain productive relationships with teachers

PHYSICAL WELLNESS SKILLS

Sets and achieves personal fitness goals in physical conditioning
Demonstrates a clear understanding of Physical Conditioning movement and participation standards by demonstrating workouts and volunteering to lead PC
Practices good posture
Practices healthy lifestyle by assisting in motivating other in physical conditioning, including nutrition, exercise, expectations and hydration

THERAPY EXPECTATIONS

Continues to demonstrate progress in working toward treatment goals
Actively participates in caseload groups
Begins to take responsibility for content of therapy sessions
Begins to develop a support system at home
Demonstrates more functional patterns within the family system including repairing relational damage with all immediate family members
Identifies continuing patterns of non-working behavior, and demonstrates ability to redirect behavior
Demonstrates ability to self-soothe and refocus in the moment
Actively seeks opportunities for leadership
Begins re-integrating into the home environment and accepts the authority of parents
Demonstrates the ability to hold reality in the face of a different perception
Extends functional SRA patterns of thinking, feeling, and behaving to home environment

REQUIREMENTS

Finds, develops, and participates, in activities that promote joy, connection and involvement
Practices introductions, handshake, eye contact
Follows Phase specific visit guidelines and participates in creating meaningful visit goals
Balances checkbook
Practices good manners
Leads in completing daily community skills
Practices "The Four Agreements"
Understands how daily practice leads to permanent change
Read Phase III book and completes book report: "Outliers"
Learns and practices appropriate dress
Completes "Toastmasters" Speech Dramatic
Staffs a workshop
Three successful Phase III visits

If applicable, participates in recovery process on and off campus; meets or exceeds expectations

Utilizes phone calls to build relationship and deepen familial connection

Social media sites are reviewed for appropriate content with CLD

Completes Phase III Laundry List for family system re-integration prior to the 1st Phase III visit and practices successfully at home with family on home visits (Laundry List outlines family guidelines and rules)

FAMILY REQUIREMENTS:

Establish family values and definitions

Establish non negotiable ground rules for all family members

Establish pattern of routine, expectations and rituals

Demonstrate confidence in limit setting

Utilize tools for conflict resolution

Experiences increased connections, communication, and trust

Complete treatment team assigned reading

Completes Parent Challenge Workshop and Family I Workshop

Establish family values and definitions

Establish non negotiable ground rules for all family members

Establish the pattern of routine, expectations and rituals (i.e. family dinners)

Demonstrate confidence in limit setting

Practice utilizing tools for conflict resolution

Completes assigned reading as assigned by therapists

Must become a big sister/mentor, and good role model for new enrolling student

Phase IV: Transition

Mail – Phase IV

Students may write other adults and friends with parent and therapist approval.

Phone Calls – Phase IV

Students have up to one hour during the week to talk with parents.

In addition, Phase IV students have another hour of family call time on the weekends plus a 30-minute call with a friend. In the event the parents are divorced or separated, the student is allowed two calls per week from each parent.

Visits – Phase IV

The purpose of the Phase IV home visits is to maintain ongoing skill development both on campus and in the home or transition environment. As long as a school break allots, a Phase IV visit starts with a maximum of 6 days and 5 nights, with the first and last days considered travel days. As success is demonstrated, and with therapist approval, the visit length may increase to 7 days and 6 nights, and graduate to 8 days and 7 nights.

To support this part of the process, adhere to the following guidelines:

- No alcohol, illegal substances and cigarettes

- Students leave and return to campus in appropriate dress
- No sexual activity
- Students will not pass messages for other students
- Parents determine music, movies and other media
- Shopping is limited to necessities
- Students will not bring inappropriate items back to campus
- Students refrain from major appearance changes including hair dye, piercings, and tattoos
- 4 successful visits required.

Structural components and expectations set by parents:

- Bedtime and wake up. Students set their own alarm.
- One hour daily physical exercise
- Healthy food choices
- Courtesy, respectful behavior, manners, cleanliness, and general utilization of new communication skills
- Remove all phones and computers from your daughter's room
- Friends and social events are approved by parents ahead of time
- While Phase IV incorporates peers, there needs to be balance in family quality and connection
- Daily hygiene and medication routine
- Attire and make up is at parent discretion
- Students complete household responsibilities in addition to making their bed and cleaning their room and bathroom daily
- Implement therapeutic support as recommended by treatment team
- Students need to develop the ability to manage boredom and un-structured time without resorting to television and/or electronics
- Students are to integrate into the home and family structure. Please refrain from making major adjustments to your plans, schedule and routine when your daughter comes home

Suggested Family Activities

Hiking, cooking, board games, bike riding, service and volunteering, family traditions and rituals, sports, museums, and time to connect as a family in both casual and more intimate exchanges.

Students and/or family members may revert to old patterns of thinking, feeling and behaving. In the case that students begin to engage in some of these patterns, you have the following resources:

- Contact your Community Life Director
- Emergency School Cell Phone (928) 925-4989
- Return to campus to regroup

- DEAR MAN - Effective communication skills
(Describe-Express-Assert-Reinforce / stay Mindful-Appear confident-Negotiate)
- Talking /Listening Boundaries
- Mindful Self-Talk
- Family Communication

Understanding Phase IV: TRANSITION

While on Phase IV students will begin to establish a routine for life after Spring Ridge Academy. The routine will acquaint them with skills needed for academic, social, emotional, therapeutic and family life after SRA. Students will increase their level of self-reliance and resilience while expanding their comfort zone by taking age-appropriate risks while maintaining a sense of self. Students will develop a peer group that shares common values and supports establishing boundaries and age-appropriate behavior. Students will take more responsibility for managing their structure and schedule within the parameters of family guidelines and expectations. Phase IV is the time to create after-care plans and specific support systems including the following: setting up and meeting with a therapist, choosing a school, attending appropriate support groups, balancing social events with family time, and facilitating volunteer opportunities and/or job planning. Students must demonstrate the following skills, expectations, and requirements before program completion date is assigned.

PERSONAL SKILLS

Honestly and appropriately demonstrates personal acceptance, love and trust
Expresses feelings appropriately
Demonstrates emotional intensity congruent to situation (scaling)
Is on time and completes work on time
Exhibits healthy personal boundaries on and off campus; particularly in peer situations
Delays gratification
Practices problem solving skills with peers on and off campus
Operates from new choices, personal values and goal oriented behaviors, on and off campus
Utilizes self-redirection, self-regulation, and self-motivation as normal life stressors increase
Demonstrates an increase in self-trust, self-confidence, self-esteem and joy
Willingly and accountably looks at choice and results
Practices appropriate dress and make up on and off campus
Acts in an age-appropriate manner
Actively problem solves and/or seeks assistance in times of need
Operates as authentic self by valuing, new choices and goal oriented behaviors
Incorporates results and choice as a change process: intention
Demonstrates empathy for others and reduction in egocentric behavior and attitudes
Works regularly with Transition Coordinator to create the best transition plan possible and to smooth out issues that arise
Completes laundry list, making it specific to post SRA (home, college, boarding school, etc.)

Practices hobbies that bring joy (musical instruments, reading/writing, card games, etc.)
Stays present on campus

INTERPERSONAL SKILLS

Willingly self-discloses struggles with transition planning utilizing problem solving skills and seeking assistance
Stays involved and connected in the community
Develops working relationships on and off campus and expands circle of friends
Maintains, understands and utilizes feedback to promote personal growth in self and others
Understands value of SRA rules, structure and guidelines, with no major rule violations
Understands the purpose of rules and chooses personal integrity
Demonstrates respect and leads in practicing courtesy
Practices personal integrity through patterns of honest accountable, relational interactions
Balances privileges and responsibility
Proactively balances family time and friend time
Promotes respect in all areas of SRA
Actively supports the SRA community by recognizing problems and creating solutions, organizing and leading activities, understanding the SRA structure, and leading/role modeling in all of these areas
Participates in pro social activities with working friends at home

ACADEMIC SKILLS AND EXPECTATIONS

Promote classroom rules of conduct and order as specified by the instructor
Completes units, assignments and outcomes of each course on time
Utilize self-enhancing beliefs, attitudes and behaviors regarding academics: self-enhancing
Utilizes study time productively
Initiates collaboration with other students
Demonstrates critical thinking skills
Demonstrates and strives for excellence
Is a leader in the classroom discussions
Models effective student teacher relationships

PHYSICAL WELLNESS SKILLS

Continues to achieve personal goals
Motivates others and shares fitness goals by creating and leading workouts for PC (these can be part of the exercise plan post SRA)
Practices good posture
Exhibits healthy lifestyle, including Exercise, Nutrition expectations and Hydration
Assists in motivating others and self in physical wellness
Creates plan for exercise and nutrition post SRA

THERAPY EXPECTATIONS

Demonstrates an ability to actively work toward completion of treatment goals
Actively leads in caseload groups (giving and receiving appropriate feedback)
Recognizes the difference between working and non-working friends
Creates a support system in the home or transition community
Extends functional behaviors demonstrated at SRA into the home environment
Family understands relapse prevention strategies
Handles peer relationships at home in a consistently functional manner
Develops and utilizes a list of both individual and group resources in the transition community
Develops transition plan of action
Therapist and Psychiatrist (if applicable) established at home

REQUIREMENTS

Practices Introductions, handshake, eye contact
Balances checkbook
Practices good manners
Completes daily community skills
Actively engages in activities for personal growth (intrinsic motivation)
Practices appropriate dress
Completes Action and Family II workshops
At least 4 successful Phase IV visits
Selects and reads personal growth books and completes literary analysis and presentation to community
Reads Phase IV book: "The Lost Years"
Find, develops and participates in activities of importance at home that support physical connection and social involvement
Incorporates values into family structure
Consistently upholds personal responsibility and agreement in family

FAMILY REQUIREMENTS

Ensures there is a home therapist and if applicable, psychiatrist set up
Upholds visit structured guidelines and laundry list
Completes Family II Workshop
Incorporate family values into parenting; setting limits, guidelines, structure)
Upholds non-negotiable rules and limits
Social media sites are reviewed by parents for appropriate content

SRA UNIFORMS PHASES I THRU III

SRA provides each student with:

- Shirts – One of each color, red, blue, green, and white
- Polo Short Sleeve (4)
- Polo Long Sleeve (4)
- Oxford shirt (2)
- Skirt (3)

Phase IV

May wear their own appropriate business casual clothes

INAPPROPRIATE ITEMS

- Razors
- Glass or mirror
- Aerosols
- Toxic glue
- Sharpie
- Sharp objects
- Scissors
- Knives
- Curling irons and flat irons
- CD's & players
- Computer games/appliances
- Sewing kit
- Dark make-up/lipstick
- Photos of friends
- Photos of non- working people
- Photos of inappropriate items
- Food/Candy/Gum
- Phone Numbers
- Pornographic materials
- Satanic materials
- Cigarettes/drugs/alcohol
- Drug paraphernalia
- Matches/lighters
- Satanic items
- Cameras (camera club only)
- Candles
- Flashlights/reading lights/pen lights
- Inappropriate music and media
- Boxer shorts
- Laptops
- Magazines or cut outs
- Liquid gel air freshener
- Logo's (labels on underwear, pajamas, jeans and tennis shoes, are accepted)
- Anything determined to be unsafe, dangerous, or inappropriate.

Phase IV may have the following items

- Razors
- Glass
- Scissors
- CD's & Players
- Curling/flat Irons
- Sewing kit
- Phone numbers

PERSONAL BELONGINGS

We recommend no expensive belongings on campus. We screen incoming clothing and jewelry for appropriateness. **Please check with a CLD before sending any personal items to your daughter.**

MONEY

The monthly SRA Student Fund statement includes funds that are deposited into your daughter's "checking" account. From this fund she purchases toiletry items, school supplies, and covers other personal expenses, trips and entertainment. She draws from this account by way of a special SRA check and is responsible for balancing her checkbook each month.

EMERGENCIES

In the event of a family emergency, call the main school number during business hours, 928-632-4602. After business hours, please call the emergency cell phone number (928) 925-4989.

RUN PROCEDURE

Due to the nature of our population, we cannot guarantee that a girl will not run from Spring Ridge Academy. Our policy is to immediately notify the Yavapai County Sheriff's Department or other law enforcement depending on the location of the run. If a girl runs from the Spring Ridge Academy campus, we initially post staff at a variety of locations and notify the community and businesses in our area. If your daughter should run, you will immediately be notified by your therapist or another member of our staff.

POLICY FOR SPECIAL TRANSPORTATION

Occasionally a student will need to be transported for a SSAT or ACT testing, medical/dental appointments, etc. When this need occurs, a fee will be charged to cover our expenses.

HEALTH CARE INFORMATION

Spring Ridge Academy is dedicated in seeing that your daughter receives the best care possible. We ask that you support your daughter in coming directly to the Health Department to ask for any health related needs.

Our best contact hours are Monday thru Friday, 8:00 a.m. to 2:00 p.m. If we are unavailable, please leave a message and we will return your call as soon as possible. Community staff may reach SRA medical personnel 24 hours a day for urgent matters

Spring Ridge Academy makes every effort to select doctors who will honor insurance and insurance co-payments; however, we cannot guarantee 100% compliance. It is possible that your family insurance will not be accepted in the Prescott, Arizona area.

You may wish to investigate alternatives to your current medical insurance for your child. Find out if your current insurance company has an out of network referral clause. If so, we will be able to provide you with a list of doctors. Blue Cross Blue Shield of

Arizona Individual Enrollment may be an alternative for your daughter if your insurance is not valid in our area.

Please note that Spring Ridge Academy **does not** employ or subcontract nor are we in any way affiliated with any of the physicians that we use. Each physician is independent of Spring Ridge Academy.

Medication

Medications are distributed at designated times throughout the day.

PRN Medication

PRN medications are over the counter meds such as Ibuprofen, Tylenol, cold meds and so on. These types of medication are available for purchase from the medical department, and students are billed at the end of each month. They are sold on an as needed basis. Parents are asked not to send these types of medications into the school

Vitamins/Supplements

It is our philosophy that supplementing the diet of adolescent females has therapeutic benefit. There is a list of approved supplements available for your daughter to take on daily basis. You will be asked to provide consent for your daughter to receive them upon her enrollment.

Should you request additional supplements for your daughter, a physician's prescription for them is required along with a review with our medical team. Any supplements that are sent in outside of these parameters will be shipped back.

Psychiatry

Appointments with the psychiatrist are held in the medical area. Students are called to the medical area when it is time for their appointment. Our psychiatrist is an independent contractor and not an employee of SRA.

Insurance Billings

As a means to assist parents in recovering costs from insurance companies, upon request, Spring Ridge will provide parents with a quarterly insurance billing statement for their use in filing for possible reimbursement. However, we do not provide the services of verification of benefits, pre-authorization, claim submission and tracking, appeals or review. For assistance with navigating the health insurance bureaucracy, parents may seek advice with companies that specialize in health insurance claims management and advocacy.

Formal Grievance Policy

Philosophy

To insure that all students receive fair and equitable treatment during their enrollment at Spring Ridge Academy. The formal grievance procedure will be explained to the student and parent within 72 hours of admission.

Policy

In an effort to protect the rights of students and preventing abuse, neglect, or mistreatment, it is the policy of Spring Ridge to investigate and resolve any reported allegations.

If a student, any of her family members or the legal guardian feels that the student has been treated unfairly or shown disrespect or misconduct by a staff member, students or other parties within Spring Ridge Academy, they may file a formal grievance by filling out a formal grievance form, or writing on any paper available to them, and turning it into the appropriate Department Director. The Department Director who receives the initial grievance is responsible to distribute the formal grievance immediately upon receipt, to the Director of Administration, Clinical Director, Department Director of Staff member(s) involved in grievance, and the student's Therapist. All formal grievances will be initially reviewed by the investigative team which consists of all Program Team members. The Clinical Director will answer the formal grievance within 48 business hours and is responsible for directing any such investigation in a fair, objective, consistent and thorough manner. In the absence of the Clinical Director, the Director of Administration, or the Department Director is responsible for answering the formal grievance and conducting the investigation.

If the formal grievance response is not satisfactory at this level to the student, any of her family members or the legal guardian the next level of appeal will be the Arizona Department of Health Services.

The deadline for the filing of a grievance shall be within 48 hours of the occurrence of said grievance.

Investigation Procedure:

The following general procedure will be used for all situations in which misconduct affecting student welfare has been *alleged*. This would cover, for example, allegations of student to student or staff to student sexual misconduct with students, giving drugs to students, physical or emotional abuse of any kind toward students, student neglect, major offenses by staff on the premises observed by students or another staff member, which could potentially (directly or indirectly) affect student welfare.

The staff member(s) or student(s) in question that constitutes an immediate threat or alleged threat to the student will immediately separate from the student pending further investigation. The staff member in question may be placed on administrative leave pending the outcome of the investigation.

The investigation will take place under the direction of the Clinical Director. The Department Director will notify the staff member(s) of the grievance. The Clinical Director and an assigned program team member will privately interview all potential witnesses or any students or staff members having any information that may shed light on the issue. All parties involved in the report of misconduct are to produce a written statement documenting the circumstances of the allegations in as much detail as possible.

The student's parents or legal guardian(s) and referring consultant (if applicable) are to be notified by the primary therapist within 24 hours of receipt of grievance. In the absence of the primary therapist, the Clinical Director will do the notifications.

After conducting the investigation, the Clinical Director will attempt to resolve the allegations. If a determination is made that child abuse or other delinquent/criminal acts appear to have occurred, the proper authority and/or state agency is notified by the Clinical Director.

If the investigation substantiates the written allegations, the employee(s) will be terminated or otherwise counseled according to the severity of the allegation.

Policy Against Discrimination

Spring Ridge Academy prohibits discriminating in any way against a student by whom, or on whose behalf, a grievance has been submitted, or who has participated in a grievance investigation process whether investigated internally, by the Arizona Department of Health Services or by any other legal entity.

Spring Ridge Academy will not discharge or discriminate against any personnel who assists in the investigation of such a grievance whether investigated internally, by the Department of Health Services or by any other legal entity.

Spring Ridge Academy does not discriminate by race, color, religion, gender and national or ethnic origin in the administration of our hiring practices, educational policies, admissions policies, and other school administered programs.

Levels Of Appeal

Community Director
Clinical Director
Director of Administration
CEO

STATE OF ARIZONA AGENCIES

Adult Protective Services – (877) 767-2385

Child Protective Services – (928) 277-2825 – Hotline (877) 767-2445
1519 W. Gurley Street – Ste 2
Prescott, Arizona 86305

Child Protective Services
3274 Bob Drive
Prescott Valley, Arizona 86314 – (928) 277-2600

Turning Point Youth Crisis Shelter and Hotline - (928) 778-7900
1718 Willow Creek Road Avenue
Prescott, AZ 86301

AZ Department of Health Services
Bureau of Residential Facilities Licensing – (602) 364-2639
150 North 18th Avenue
Suite 410
Phoenix, Arizona 85007

AZ Department of Health Services
Office of Human Rights – (602) 364-4585 or (800) 421-2124
150 North 18th Avenue
Suite 210
Phoenix, Arizona 85007

Statement of Student (Resident) Rights

All Spring Ridge Academy clients shall be afforded the following basic rights:

1. A resident is treated with dignity, respect, and consideration;
 - a. The program environment of care supports the positive self-image of the resident;
2. A resident is not subjected to:
 - a. Abuse;
 - b. Neglect;
 - c. Exploitation;
 - d. Coercion;
 - e. Manipulation;
 - f. Sexual abuse;
 - g. Sexual assault;
 - h. Seclusion;
 - i. Restraint, if not necessary to prevent imminent harm to self or others;
 - j. Retaliation for submitting a complaint to the Department or another entity;
 - k. Misappropriation of personal and private property by a behavioral health residential facility's personnel members, employees, volunteers, or students;
 - l. Discharge or transfer, or threat of discharge or transfer, for reasons unrelated to the resident's treatment needs, except as established in a fee agreement signed by the resident or the resident's representative; or
 - m. Treatment that involves the denial of:
 - i. Food,
 - ii. The opportunity to sleep, or;
 - iii. The opportunity to use the toilet;
3. Except as provided in (3.f.i.ii.iii.) below, and unless restricted by the resident's representative, is allowed to:
 - a. Associate with individuals of the resident's choice, receive visitors, and make telephone calls during the hours established by the behavioral health residential facility;
 - b. Have privacy in correspondence, communication, visitation, financial affairs, and personal hygiene; and
 - c. The use of bulletin boards; and
 - d. Mail and telephone usage as defined by SRA policy; and
 - e. Unless restricted by a court order, send and receive uncensored and unopened mail; and
 - f. If the therapist, at the direction of the clinical director, determines that a resident's treatment requires the behavioral health residential facility to restrict the resident's ability to participate in the activities in (3.a.b.c.d.), the therapist (under direction of the clinical director) shall comply with the following requirements:
 - i. Document a specific treatment purpose in the resident's medical record that justifies restricting the resident from the activity that

- includes a time frame in the care plan, and the restriction is reduced or eliminated as soon as it is no longer therapeutically indicated, and
- ii. Inform the resident or resident's representative of the reason why the activity is being restricted, and
- iii. Inform the resident or resident's representative of the resident's right to file a complaint and the procedure for filing a complaint.
- g. Keep and use personal clothing and possessions, unless this infringes on others' rights or is therapeutically contraindicated (personal items belonging to individuals served are taken and secured by staff only when therapeutically indicated);
- h. Uniforms provided are suitable to the season, age appropriate, and socially appropriate (that is, similar to that worn by persons in the external environment), and sufficient to permit laundering, cleaning, and repair;
- 4. A resident or the resident's representative:
 - a. Except in an emergency, either consents to or refuses treatment;
 - b. May refuse or withdraw consent to treatment before treatment is initiated, unless the treatment is ordered by a court according to [A.R.S. Title 36, Chapter 5](#), is necessary to save the resident's life or physical health, or is provided according to [A.R.S. § 36-512](#);
 - c. Except in an emergency, is informed of proposed treatment alternatives to the treatment, associated risks, and possible complications;
 - d. Is informed during orientation of the following:
 - i. The resident complaint process; and
 - ii. The program rules;
 - iii. The name of the staff member(s) who has primary responsibility for care, treatment, or services;
 - iv. Expectations, responsibilities, policy and procedures, consequences, meeting financial commitments, related to care, treatment, or services;
 - e. Except as otherwise permitted by law, provides written consent to the release of the resident's:
 - i. Medical records, and
 - ii. Financial records
 - f. Parent(s) or legal guardian(s) may choose to delegate decision making to someone legally appointed, if the parent or legal guardian is unable to make decisions about a residents care, treatment, or services, or chooses to delegate decision making to another, the program involves the legally appointed decision-maker in making these decisions;
 - i. When the legally appointed decision-maker is responsible for making care, treatment, or services decisions, the program will respect the legally appointed decision-makers right to refuse care, treatment, or services on behalf of the resident served, in accordance with law and regulation.
 - ii. The resident served has the right to involve her family in decisions about care, treatment, or services. When there is a legally

- appointed decision-maker, the resident can exercise the right to involve the family on behalf of the resident served, in accordance with law and regulation.
- g. Is provided the right to request the opinion of a consultant (at the expense of the resident's representative);
 - h. Is provided the right to request an internal review of the plan of care, treatment, or services;
 - i. Is informed about unanticipated events that relate to death or serious physical or psychological injury considered reviewable by The Joint Commission;
 - i. Parent(s) or legal guardian(s) or legally appointed decision maker is responsible for issuance of any health care directives (preferences for health care during a serious illness) for resident;
5. A resident has the following rights:
- a. Not to be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, or diagnosis;
 - b. To receive treatment that:
 - i. Supports and respects the resident's individuality, choices, strengths, and abilities, cultural and personal values, beliefs, and preferences;
 - ii. Supports the resident's personal liberty and only restricts the resident's personal liberty according to a court order, by the resident's or resident's representative's general consent, or as permitted in this Chapter; and
 - iii. Is provided in the least restrictive environment that meets the resident's treatment needs;
 - iv. In a manner tailored to meets the needs of a resident with language, vision, speech, hearing or cognitive impairments, and inability to understand;
 - c. To receive privacy in treatment and care for personal needs, including the right not to be fingerprinted, photographed, or recorded without consent, except:
 - i. A resident may be photographed when admitted to a behavioral health residential facility for identification and administrative purposes;
 - ii. For a resident receiving treatment according to [A.R.S. Title 36, Chapter 37](#); or
 - iii. For video recordings used for security purposes that are maintained only on a temporary basis;
 - d. Not to be prevented or impeded from exercising the resident's civil rights unless the resident has been adjudicated incompetent or a court of competent jurisdiction has found that the resident is unable to exercise a specific right or category of rights; and
 - i. The right to participate in personal spiritual time on-campus during scheduled weekly spiritual or free-time periods;
 - ii. The right to off-campus pastoral services during family visits;

- e. To review, upon written request, the resident's own medical record according to [A.R.S. §§12-2293](#), [12-2294](#), and [12-2294.01](#);
- f. To be provided locked storage space for the resident's belongings while the resident receives treatment;
- g. To have opportunities for social contact and daily social, recreational, or rehabilitative activities;
- h. To be informed of the requirements necessary for the resident's discharge or transfer to a less restrictive physical environment;
- i. To receive a referral to another health care institution if the behavioral health residential facility is unable to provide physical health services or behavioral health services for the resident;
- j. To participate or have the resident's representative participate in the development of or decisions concerning treatment, including the right to access and request amendment to resident's health information and to obtain information on disclosures of this information;
 - i. The program provides the resident served or resident's representative with the information about the outcomes of care, treatment, or services that the individual needs in order to participate in current and future behavioral health care decisions.
- k. To participate or refuse to participate in research or experimental treatment;
- l. To receive assistance from a family member, representative, or other individual in understanding, protecting, or exercising the resident's rights.
 - i. If the resident served is disoriented or lacks capacity to understand rights at admission, she is informed again when she is able to understand.
- m. Provided an environment that minimized distractions that interfere with therapeutic activities, promotes awareness of day, time, and season.

INDEX

A

Academic Mentors	5
Academics	5
Action Workshop for Teens	6
Arizona State Agencies	34

B

Belief Statements	3
--------------------------	----------

C

Caseload Treatment Teams	6
Challenge Workshop for Parents	7
Challenge Workshop for Teens	6
Commitment Training for Teens	6
Community	5
Community Coach Staff	6
Community Life Directors	6

E

Emergencies	30
--------------------	-----------

F

Family I Workshop	7
Family II Workshop	7

G

Grievance Policy	32
-------------------------	-----------

H

Health Care Information	30
--------------------------------	-----------

I

Inappropriate Items	29
Insurance Billings	31

M

Mail	11
Mail – Phase I	14
Mail – Phase II	16
Mail – Phase III	20
Mail – Phase IV	24
Medication	31

P

Parent/Family Program	7
Personal Belongings	30
Phase I - Orientation	14
Phase I: Orientation	
Expectations - Understanding Phase I	14
Phase II: Consistency	16
Expectations – Understanding Phase II	17
Phase III: Integration	20
Expectations – Understanding Phase III	22
Phase IV: Transition	24
Expectations – Understanding Phase IV	26
Phase Specific Guidelines	14
Philosophy	2
Phone Calls	11
Phone Calls – Phase I	14
Phone Calls – Phase II	16
Phone Calls – Phase III	20
Phone Calls – Phase IV	24
Psychiatry	31
Purpose	2

R

Run Procedure	30
----------------------	-----------

S

Student Fund	30
Student Rights	35
Student Workshop Program	6

T

Therapist	4
Therapy	4
Transportation	
Policy for Special Transportation	30
Travel Parameters	12

U

Uniforms	29
-----------------	-----------

V

Vision	2
Visit Guidelines	11
Visit Scheduling	12
Visits	
Prerequisites	12
Return to Campus Guidelines	13
Sending Medications Home	13
Travel Coordinator	13
Visits – Phase I - On Campus Guidelines	14
Visits - Phase II	16
Visits - Phase III	20
Visits – Phase IV	24
Vitamins	31

W

What You May Experience From Your Daughter	8
Workshop Program	6

Exhibit D

Exhibit E

2019/20 Academic Calendar – Spring Ridge Academy

Q1 = 51 Academic Days Q2 = 51 Academic Days Total = 102

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
Jul Q1 - 19 Academic Days						

07/01/2019 Q1 Begins

07/04 No Classes

07/29, 30 & 31 No Classes

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Aug Q1 – 20 Academic Days						

08/01 & 08/02 No Classes

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 Rosh Hashanah					
Q1 – 12 Academic Days Q2 – 4 Academic Days						

09/02 – 09/06 No Classes

09/25/2019 Q2 Begins

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9 Yom Kippur	10	11	12
13	14	15	16 PSAT	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
Oct. Q2 – 18 Academic Days						

10/07 thru 10/11 No classes

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 Thanksgiving	29	30
Nov. Q2 – 16 Academic Days						

11/25 thru 11/29 No classes

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19 Perf Day	20 Grad Day	21
22	23 Hanukkah	24	25 Christmas	26	27	28
29	30	31				
Dec Q2 – 13 Academic Days Q2 total 51						

12/18 End of Q2

12/19 Awards & Presentations

12/20 Graduation

Q3 = 51 Academic Days Q4 = 51 Academic Days Total = 102

January 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
Jan. Q3 – 19 Academic Days						

01/06/2020 Q3 Begins

01/01-03 & 01/20 & 21 No Classes

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
Feb Q3 – 17 academic Days						

02/13 thru 02/17 No Classes

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
March Q3 – 15 Academic Days, March Q4 – 1 Academic Days						

03/16 thru 03/20 No Classes

03/31 Q4 Begins

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12 Easter	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
Apr Q4 – 17 Academic Days						

04/13 thru 04/17 No Classes

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 Memorial Day	26	27	28	29	30
31	May Q4 – 15 Academic Days					

05/18 thru 05/25 No Classes

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 Perf Day	26 Grad Day	27
28	29	30				
June Q4 – 18 Academic Days, Q4 total 51 days						

06/24 Last day of classes

06/25 Awards & Presentations

06/26 Graduation

Q1 = 49 Academic Days Q2 = 48 Academic Days Total = 97

July 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
Jul Q1 - 20 Academic Days						

07/06/2020 Q1 Begins

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	Aug Q1 – 16 Academic Days				

08/03-07 No Classes

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
Q1 – 14 Academic Days Q2 – 3 Academic Days						

09/07 – 09/11 No Classes

09/28 Q2 Begins

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28 PSAT	29	30	31
Oct. Q2 – 17 Academic Days						

10/12 thru 10/16 No classes

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26 Thanksgiving	27	28
29	30					
Nov. Q2 – 16 Academic Days						

11/23 thru 11/27 No classes

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17 Perf Day	18 Grad Day	19
20	21	22	23	24	25	26
27	28	29	30	31		
Dec Q2 – 12 Academic Days						

12/16 End of Q2

12/17 Awards & Presentations

12/18 Graduation

Q3 = 52 Academic Days Q4 = 51 Academic Days Total = 103

January 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Jan. Q3 – 19 Academic Days					

01/04 Q3 Begins

01/01 & 01/18 No Classes

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
Feb Q3 – 17 academic Days						

02/11 thru 02/15 No Classes

March						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
March Q3 – 16 Academic Days, March Q4 – 2 Academic Days						

03/15 thru 03/19 No Classes

03/30 Q4 Begins

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
Easter	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
Apr Q4 – 17 Academic Days						

04/13 thru 04/17 No Classes

May						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	May Q4 – 15 Academic Days				

05/24 thru 05/31 No Classes

June						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24 Perf Day	25 Grad Day	26
27	28	29	30			
June Q4 – 17 Academic Days						

06/23 Last day of classes

06/24 Awards & Presentations

06/25 Graduation

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Kimberly R. Sweidy	Defendant(s): Spring Ridge Academy ; Jean Courtney ; Suzanne Courtney ; Brandon Courtney ; Erin Smith ; Leslie Filsinger ; Justin Zych ; Kate Deily ; Veronica Borges
County of Residence: Yavapai	County of Residence: Yavapai
County Where Claim For Relief Arose: Yavapai	

Plaintiff's Atty(s):
**Mara Allard
Allard Smith APLC
5857 Owens Avenue Suite 300
Carlsbad, California 92008
760 448-6189**

Defendant's Atty(s):

**Kimberly R. Sweidy
Kimberly R. Sweidy, Attorney at Law
3478 Rambow Drive
Palo Alto, California 120261
(650) 856-8595**

II. Basis of Jurisdiction: **4. Diversity (complete item III)**

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- **2 Citizen of Another State**
Defendant:- **1 Citizen of This State**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **470 RICO**

VI. Cause of Action: **Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1332(a)(1)**

for diversity of citizenship. Plaintiff is a citizen of California. Several Defendants (if not all) are citizens of Arizona.

VII. Requested in Complaint

Class Action: **No**

Dollar Demand: **over 75,000**

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: Mara Allard

Date: 1/21/21

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014