

Michigan Office Of Attorney General Consumer Complaint Form

Web Complaint Number: 2012-cp08071834144-A

Submitted: 8/7/2012 6:34:24 PM

Consumer Information

Your Last Name: [REDACTED] First Name: [REDACTED] MI:
L
Your Street Address: [REDACTED] City: Nashville
Your State: IN Zip Code: 47448
Your County: Outside Michigan
Your Home Phone: [REDACTED] Your Work Phone: [REDACTED] Ext.:
Fax Number: E-mail Address: [REDACTED]

Primary Company Or Person Your Complaint Is About

Company or Person? Company
Complainee Last Name: Complainee First Name:
Company Name: Best Rehabilitation Center
Street Address: 300 Care Center Drive City: Manistee
State: MI Zip Code: 49660
County: Manistee Phone: 2318874590
Fax Number: E-mail Address:
Web Site Address: <http://www.bestdrugrehabilitation.com> Product Offered:
Primary Jurisdiction: Licensed Business/Person

Secondary Company Or Person Your Complaint Is About

Company or Person? Company
Complainee Last Name: Complainee First Name:
Company Name:
Street Address: City:
State: MI Zip Code:
County: Phone:
Fax Number: E-mail Address:
Web Site Address:

Motor Vehicle Warranty Complaint Information

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

Complaint Information

Incident Date\Time: 2/23/2012 9:00:00 AM
Incident Location: Manistee, MI
Approximate Monetary Value: \$39,000
Did you sign a contract? True
Where did you sign this contract? Battle Creek, MI
Is a court action pending? False
Do you have an attorney representing you on this matter? False
Are you willing to testify in court regarding this complaint? True
Did you complain directly to the business? False
What was the response from the business?

I made complaints at the time with the Intake Counselor,
Director of the Facility and discussions with the

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

Was this complaint filed with any other agencies? True

Complaint Detail/Inquiry Information

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

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

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

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

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

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

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

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

Dept. of Attorney General
Consumer Protection Division

NOV 07 2012

RECEIVED

October 23, 2012

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

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

Dear Mr. Schuette,

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

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

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

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

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

Regards,
[REDACTED]

Scientology-

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

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

Native American Selection-

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

Finances-

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

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