



WORLD WIDE ASSOCIATION OF  
SPECIALTY PROGRAMS AND SCHOOLS,  
INC., CROSS CREEK CENTER FOR BOYS,  
LLC, CROSS CREEK MANOR, LLC,  
MAJESTIC RANCH ACADEMY, INC.,  
ACADEMY AT IVY RIDGE, SPRING CREEK  
LODGE, INC., HIGH IMPACT, DUNDEE  
RANCH, CASA BY THE SEA,  
TRANQUILITY BAY, CAROLINA SPRINGS  
ACADEMY, BRIGHTWAY ADOLESCENT  
HOSPITAL, PARADISE COVE, RESOURCE  
REALIZATIONS INC., PEACOX  
ENTERPRISES, LLC, DIXIE CONTRACT  
SERVICES, LLC, PREMIER EDUCATIONAL  
SYSTEMS, LLC, ROBERT BROWNING  
LICHFIELD FAMILY PARTNERSHIP,  
TEENS IN CRISIS, LLC, TEEN HELP, LLC, R  
& B MANAGEMENT GROUP, LLC, R & B  
BILLING, LLC, ROBERT B. LICHFIELD,  
KEN KAY, KARR FARNSWORTH, DAVID  
GILCREASE, and JOHN DOES I through XX,

Defendants.

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**PLAINTIFFS' FIRST AMENDED ORIGINAL COMPLAINT**

Plaintiffs William Chase Wood, Tammy M. Wood, Gregory Wilson Wood, Nathan Paul Burnett, Karen Burnett, Charles Burnett, Lee E. Colburn, Randall Ferdinand Wills, Ana Wills, Randall Wills, Ari Lavi Katave, Gregory Gomez, Christine Gomez, Joseph Gomez, Christopher Carbo, Heather Brook Jackson, Theresa Jackson, Sean Hellinger, Phillipe Garibay, William A. Boyles, Jr., Steven Harlan Baker, Krystal Vaughan, Janeen Whitchurch, Ryan Clark Pink, Jonathan Walmsley, Brenda Lancaster, and David Sallee, hereby file this first amended complaint and allege as follows:

I.

**PARTIES**

1. Plaintiff William Chase Wood resides in Texas.
2. Plaintiff Tammy M. Wood is the biological mother of Plaintiff Chase Wood and resides in Texas.
3. Plaintiff Gregory Wilson Wood is the stepfather of Plaintiff Chase Wood and resides in Maryland.
4. Plaintiff Nathan Paul Burnett resides in Kentucky.
5. Plaintiff Karen Burnett is the biological mother of Plaintiff Nathan Paul Burnett and resides in Kentucky.
6. Plaintiff Charles Burnett is the biological father of Plaintiff Nathan Paul Burnett and resides in Kentucky.
7. Plaintiff Lee E. Colburn is the biological father of Ryan Colburn and resides in Texas.
8. Plaintiff Randall Ferdinand Wills resides in Louisiana.
9. Plaintiff Ana Wills is the biological mother of Plaintiff Randall Ferdinand Wills and resides

in Louisiana.

10. Plaintiff Randall Wills is the biological father of Plaintiff Randall Ferdinand Wills and resides in Louisiana.

11. Plaintiff Ari Lavi Katave resides in Texas.

12. Plaintiff Gregory Gomez resides in California.

13. Plaintiff Christine Gomez is the biological mother of Plaintiff Gregory Gomez and resides in California.

14. Plaintiff Joseph Gomez is the biological father of Plaintiff Gregory Gomez and resides in California.

15. Plaintiff Christopher Carbo resides in Florida.

16. Plaintiff Heather Brook Jackson resides in California.

17. Plaintiff Theresa Jackson is the biological mother of Plaintiff Heather Brook Jackson and resides in California.

18. Plaintiff Sean Hellinger resides in California.

19. Plaintiff Phillipe Garibay resides in California.

20. Plaintiff William A. Boyles, Jr. resides in Florida.

21. Plaintiff Steven Harlan Baker resides in California.

22. Plaintiff Krystal Vaughan is the biological mother of Plaintiff Steven Harlan Baker and resides in California.

23. Plaintiff Janeen Whitchurch is the biological mother of Kristen Michelle Whitchurch and resides in Minnesota.

24. Plaintiff Ryan Clark Pink resides in Texas.

25. Plaintiff Jonathan Walmsley is the biological father of Ryan Walmsley and resides in California.

26. Plaintiff Brenda Lancaster is the biological mother of Scott David Lancaster and resides in Michigan.

27. Plaintiff David Sallee is the biological father of Benjamin David Sallee and resides in Texas.

28. Defendant World Wide Association of Specialty Programs and Schools, Inc. (“WWASPS”), is a corporation organized under the laws of the State of Utah with its principal place of business at 1240 E. 100 S #9, St. George, Utah 84790. It is an association of teen behavior modification boarding schools. Defendant may be served process by serving its registered agent, Ken Kay, 1240 E. 100 S #9, St. George, Utah 84790.

29. Defendant Cross Creek Center for Boys, LLC, is a Utah business with its principal place of business at 150 N. State St., LaVerkin, Utah 84745. Defendant may be served process by serving its registered agent, J. Ralph Atkin, 240 E. 100 S #10, St. George, Utah 84790.

30. Defendant Cross Creek Manor, LLC, is a Utah business with its principal place of business at 150 N. State St., La Verkin, Utah 84745. Defendant may be served process by serving its registered agent, J. Ralph Atkin, 1240 E. 100 S #10, St. George, Utah 84790.

31. Defendant Majestic Ranch Academy, Inc. is a Utah corporation with its principal place of business at 6450 N Manhead Road, Randolph, Utah 84060. Defendant may be served process by serving its registered agent, Donna Peart, 6450 N Manhead Road, Randolph, Utah 84060.

32. Defendant Academy at Ivy Ridge, LLC is a New York corporation with its principal place

of business at 5428 State Hwy 37, Ogdensburg, New York 12669. Defendant may be served process by serving NYS Department of State, 41 State Street, Albany, NY 12231, who will mail process to 5428 State Hwy 37, Ogdensburg, New York 12669.

33. Defendant Spring Creek Lodge, Inc. is a Utah corporation with its principal place of business at 1342 Blue Slide Road, Thompson Falls, Montana 59873. Defendant may be served process by serving its registered agent, Cameron Pullan, 1342 Blue Slide Road, Thompson Falls, Montana 59873.

34. Defendant High Impact was doing business in Baja California, Mexico. It was one of the many boarding schools operated by Defendants. This Defendant may be served by serving Robert Lichfield in Toquerville, Utah.

35. Defendant Dundee Ranch was doing business in Costa Rica. It was one of the many boarding schools operated by Defendants. This Defendant may be served by serving Robert Lichfield in Toquerville, Utah.

36. Defendant Casa By The Sea was doing business in Ensenada, Mexico. It was one of the many boarding schools operated by Defendants. This Defendant may be served by serving Robert Lichfield in Toquerville, Utah.

37. Defendant Tranquility Bay was doing business in Jamaica. It was one of the many boarding schools operated by Defendants. This Defendant may be served by serving Robert Lichfield in Toquerville, Utah.

38. Defendant Carolina Springs Academy is a South Carolina business with its principal place of business at 68 Green Acres Lane, Donalds, South Carolina 29638. Defendant may be served process by serving its registered agent, Elaine Davis, 42 Green Acres Lane, Donalds, South Carolina 29638.

39. Defendant Brightway Adolescent Hospital was doing business in Utah. It was one of the



facilities operated by Defendants. This Defendant may be served by serving Robert Lichfield in Toquerville, Utah.

40. Defendant Paradise Cove was doing business in Western Samoa. It was one of the many boarding schools operated by Defendants. This Defendant may be served by serving Robert Lichfield in Toquerville, Utah.

41. Defendant Resource Realizations Inc. is a Texas corporation with its principal place of business at 6085 Navajo Trail, Beaumont, Texas 77708. Defendant may be served process by serving its registered agent, David Gilcrease at 6085 Navajo Trail, Beaumont, Texas 77708.

42. Defendant Peacock Enterprises, LLC is a Utah corporation with its principal place of business at 1240 E 100 S #9, St. George, Utah 84790. Defendant may be served process by serving its registered agent, Dan C Peart, 6450 Manhead Rd., Randolph, Utah 84064.

43. Defendant Dixie Contract Services, LLC is a Utah corporation with its principal place of business at 158 West 1600 South #150, St. George, Utah 84770. Defendant may be served process by serving its registered agent, Jean Foye, 1240 E 100 S #9, St. George, Utah 84790.

44. Defendant Premier Educational Systems, LLC is a Utah corporation with its principal place of business at 1240 E 100 S No 9, St. George, Utah 84790. Defendant may be served process by serving its registered agent, Mandi Robinson, 1240 E 100 S No 9, St. George, Utah 84790.

45. Defendant Robert Browning Lichfield Family Limited Partnership is a Utah partnership with its principal place of business at 591 N. State St. Box 925, LaVerkin, Utah 84745. Defendant may be served process by serving its registered agent, Patricia P. Lichfield, 1240 East 100 S #9, St. George, Utah 84790.

46. Defendant Teens In Crisis, LLC is a Utah business with its principal place of business at 95 West 100 S Suite 119, Logan, Utah 84321. Defendant may be served process by serving its registered agent, Willard Jake Peart, 95 West 100 S Suite 119, Logan, Utah 84321.

47. Defendant Teen Help, LLC is a Utah business with its principal place of business at 32 N. Mall Dr. Bldg RS, St. George, Utah 84790. Defendant may be served process by serving its registered agent, Jean Foye, 32 N. Mall Dr. Bldg RS, St. George, Utah 84790.

48. Defendant R & B Management Group, LLC is a Utah business with its principal place of business at 158 West 1600 South #153, St. George, Utah 84770. Defendant may be served process by serving its registered agent, Ken Kay, 1240 E. 100 S #9, St. George, Utah 84790.

49. Defendant R & B Billing, LLC is a Utah business with its principal place of business at 1240 E 100 S #10, St. George, Utah 84790. Defendant may be served process by serving its registered agent, Mandi K. Robinson, 1240 E. 100 S #10, St. George, Utah 84790.

50. Defendant Robert B. Lichfield is an individual residing in Toquerville, Utah. Service of process has been completed on this Defendant.

51. Defendant Ken Kay is an individual residing in Santa Clara, Utah. Service of process has been completed on this Defendant.

52. Defendant Karr Farnsworth is an individual residing in Hurricane, Utah. Defendant may be served process at 154 N 3920, Hurricane, Utah 84737.

53. Defendant David Gilcrease is an individual residing in Beaumont, Texas and Hurricane, Utah. Defendant may be served process at 6085 Navajo Trail, Beaumont, Texas 77708 or at 338 W 1970 S Street, Hurricane, Utah 84737.

54. John Does I through XX are individuals or entities unknown to Plaintiffs at this time, who

were engaged in or responsible for incidents of abuse, neglect, and humiliation toward student Plaintiffs.

II.

**JURISDICTION**

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1332(a)(1) for diversity of citizenship. The matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

III.

**VENUE**

1. Venue is appropriate in this Court pursuant to the provisions of 28 U.S.C. § 1391(a) because several Defendants reside in Utah, and the majority of the wrongful acts complained of occurred in Utah.

IV.

**RELATIONSHIP OF DEFENDANTS**

1. At all times relevant, the Defendants owned, operated, and/or acted as a single business enterprise, joint enterprise, or joint venture with and/or as the alter ego of each and every other named entity Defendant.

2. At all times relevant, Defendant Robert B. Lichfield, directly or indirectly, owned, operated, or otherwise directed the conduct and activities of each and every other named entity Defendant, hereafter referred to as WWASPS, except for Resource Realizations, Inc., and is the alter ego of each and every other such named entity Defendant.

3. At all times relevant, Defendant Ken Kay participated in owning, operating, or otherwise directing the conduct and activities of each and every other named entity Defendant, hereafter referred to as WWASPS, except for Resource Realizations, Inc., and is also an alter ego of each and every other such named entity Defendant.

4. At all times relevant, Defendant Karr Farnsworth participated in owning, operating, or otherwise directing the conduct and activities of each and every other named entity Defendant, hereafter referred to as WWASPS, except for Resource Realizations, Inc., and is the alter ego of each and every other such named entity Defendant.

5. At all times relevant, Defendant Robert Browning Lichfield Family Partnership participated in owning, operating, or otherwise directing the conduct and activities of each and every other named entity Defendant, hereafter referred to as WWASPS, except for Resource Realizations, Inc., and is the alter ego of each and every other such named entity Defendant.

6. On information and belief, Plaintiffs contend various other named Defendants were, in fact, functioning as the alter egos of Defendants Lichfield, Farnsworth, and Kay.

V.

### **FACTS**

1. Parent Plaintiffs entrusted their minor children to the control and direction of Defendants because Defendants promoted, advertised, and marketed Defendant residential boarding schools as a place where children with problems could get an education while receiving instruction and direction in behavior modification for emotional growth and personal development. From about the mid-1990's to mid-2000's, student Plaintiffs were placed in the care of at least one of these named schools.

2. Student Plaintiffs, minor children at all times in question, were subjected to physical abuse, emotional abuse, and sexual abuse at the various WWASPS facilities. Such abuses were inflicted on some children for several years. In many instances, the abuse could be accurately described as torture of children. Not all of the following described acts of child abuse were carried out on every child, but every student

Plaintiff in this case was subjected to multiple forms of child abuse over extended periods of times and some for years. Abuses to which children were subjected include, but are not limited to:

- a. Placement in isolation for long periods of time, and at times, including being locked in small boxes and cages, and locked up in basements, and forced to assume distorted and painful physical positions for long periods of time;
- b. Unsanitary living conditions;
- c. Denial of adequate food;
- d. Denial of proper medical and dental care and treatment;
- e. Denial of an even minimally sufficient education;
- f. Exposure to extreme (hot and cold) temperatures for long periods of time;
- g. Forced physical exercise beyond their physical capacity;
- h. Kicked, beaten, thrown and slammed to the ground;
- i. Bound and tied by hands and/or feet;
- j. Chained and locked in dog cages;
- k. Forced to lie in, or wear, urine and feces as one method of punishment;
- l. Forced to clean and scrub toilets and floors with their toothbrush and then use the toothbrush afterwards;
- m. Forced to sleep on cold concrete floors, boxspring, or plywood used as bed with no bedding or linens or with just tattered and torn sleeping bag;
- n. Forced to carry heavy bags of sand around their neck or logs throughout the day over many days;
- o. Forced to eat their own vomit;
- p. Sexual abuse, which included forced sexual relations and acts of fondling and masturbation performed on them;

- q. Emotional abuse by subjecting student Plaintiffs to near-total parental and societal isolation. Personal visits, correspondence, and telephone calls were either forbidden or discouraged;
  - r. Because of the near-total isolation from the outside world and lack of education, many student Plaintiffs were totally unequipped to enter outside society;
  - s. Forced to work many hours a day, at an age below the applicable minimum age requirements of the child labor laws of the jurisdictions in which the schools are located, and without compensation for shoveling manure, house construction, hauling, landscaping, kitchen work, farm work, and moving bricks;
  - t. Threatened severe punishment, including death, if they told anyone of their abuses and poor living conditions;
  - u. Confiscated and/or kept students' U.S. mail;
  - v. Deprived from using the toilet, and as a result, urinated or defecated on themselves;
  - w. Verbally abused by lying that their parents knew what was happening to them and were supportive of it all;
  - 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 "cleansing" process;
  - y. Deprived of sleep;
  - z. Forced to wear the same, unwashed clothes for weeks at a time;
  - aa. Denied any religious affiliation, except for the Mormon faith;
  - bb. Forced to eat raw or rotten food;
  - cc. Poked and prodded with various objects while being strip searched;
  - dd. Forced to write false confession letters to parents to justify being sent to the WWASPS school.
4. Student Plaintiffs repeatedly witnessed other children being kicked, hit, slammed, beaten, thrown to the ground, and humiliated by teachers, supervisors, and/or staff.
5. Defendants violated student Plaintiffs' human rights when Defendants used isolation as a

form of punishment.

6. Defendants often conspired with a parent or guardian to kidnap or take away by force the child from another parent with equal or superior custody.

7. Defendants conspired with parents to implemented an “Exit Plan,” which had the effect of compelling the student to remain at the schools past the student’s 18<sup>th</sup> birthday, despite torture and inhumane conditions.

8. At all time relevant, Defendants did not disclose to the parents the physical, emotional, mental, and/or sexual abuse to which their children were subjected at their facilities, and conspired, even to this day, to prevent them from discovering such abuse.

VI.

**STATEMENTS OF CONDITION**

A.

**DEFENDANTS’ CONCERT OF ACTION**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 876, under the legal doctrine of concert of action, and as agents of these entities, under which theories Plaintiffs seek damages from all Defendants jointly and severally.

B.

**BREACH OF FIDUCIARY DUTY**

1. WWASPS, through their schools, owed the minor student Plaintiffs, who were entrusted to its care, the highest duty of trust and confidence and was required to act in their best interest. The schools’ actions and inactions, described herein, violated that relationship when they failed to act with the highest

degree of trust and confidence to protect the student Plaintiffs from physical, emotional, mental, and sexual abuse.

2. As minors, unable to care for or make decisions for themselves, and entrusted in the care of the schools operated by Defendants, student Plaintiffs were owed a fiduciary duty by each of the individual entities and by all of the Defendants. By failing to take steps to prevent, detect, and minimize the harm from the incidents of abuse suffered by student Plaintiffs, the Defendants breached their fiduciary duty to student Plaintiffs.

C.

**CONSPIRACY AND FRAUDULENT CONCEALMENT**

1. WWASPS has acted in concert with the other Defendants in a pattern and practice to fraudulently conceal the extent and nature of the physical, emotional, mental, and sexual abuse occurring at its boarding schools, as well as the harmful effects of that abuse, continuing through the present day. Defendants have also acted in concert to fraudulently conceal the fact that Defendants engaged in a pattern and practice of stealing the value of student Plaintiffs' labor, forcing them to work several hours per day, for the duration of their attendance at the boarding schools without any compensation whatsoever, as well as the value to student Plaintiffs of even a minimally sufficient education.

2. All Defendants herein entered into a civil conspiracy to act in concert, accompanied by a meeting of the minds regarding concerted action, the purposes of which were to suppress and minimize public knowledge of the rampant physical, emotional, mental, and sexual abuse of minor children in the boarding schools by teachers, supervisors, and staff, and to take a uniform position and approach to the handling of reports of abuse.



3. This ongoing conspiracy and concert of action was carried out by Defendants to fraudulently conceal the fact that Defendants have committed acts of negligence, gross negligence, fraud, theft, and the other wrongful conduct described herein, and have engaged in concerted action to commit such wrongful acts.

4. In absence of this conspiracy and concert of action, Defendants should have responded to repeated notice of the abuse committed on the children by the teachers, supervisors, and staff and issued general and specific warnings to the entire WWASPS community, particularly the parents of the children in the boarding schools. Had a proper warning been issued, the physical, emotional, mental, and sexual abuse would never have occurred. Moreover, the theft of the value of student Plaintiffs' work, and deprivation of their educational opportunities, would not have occurred had a proper warning been issued. Thus, Defendants' actions in furtherance of this conspiracy are a proximate cause of the injury and damages herein.

5. As a part of their conspiracy to conceal the physical, mental, emotional, and sexual abuse of children by the offending teachers, supervisors, and staff, as well as the theft of value of student Plaintiffs' work and their opportunity to receive even a minimally sufficient education, Defendants followed a practice of refusing to investigate suspected abuse, or to disclose and warn of the dangers of physical, mental, emotional, and sexual abuse by teachers, supervisors, and staff despite actual notice and knowledge of the risk. Defendants failed to aggressively address abuse issues by such actions as promulgating proper and effective policies for the appointment and training of teachers, supervisors, and staff.

6. Plaintiffs allege that WWASPS officials, with others as plead herein, also engaged in a conspiracy to avoid the prosecution of teachers, supervisors, and staff to cover up the physical, mental, emotional, and sexual abuse of minor children suffered in their boarding schools, and the theft of the value

of student Plaintiffs' work and educational opportunity. The purpose of this conspiracy was to prevent criminal prosecution, avoid adverse publicity, prevent claims for damages by the numerous minor victims, and to avoid exposure of this conspiracy designed to conceal the claims arising from the crimes of these teachers, supervisors, and staff. Further, officials of WWASPS, in furtherance of the overall conspiracy engaged in affirmative acts to conceal the existence of this conspiracy, and to conceal acts of fraud, breach of fiduciary duty, negligence, and gross negligence.

VII.

**WRONGFUL AND ACTIONABLE CONDUCT OF DEFENDANTS**

1. The actionable conduct described herein, unless stated otherwise, refers to the conduct of all the defendant corporations, associations, and individuals, both acting collectively and singularly, and is stated as WWASPS's conduct, acts, or omissions.

A.

**NEGLIGENCE**

1. At all times material herein from about the mid-1990's to mid-2000's, Defendant WWASPS, through their concert of action with the other named Defendants, operated and supervised the teachers, supervisors, and staff at the various WWASPS facilities. The teachers, supervisors, and staff at the boarding schools acted upon the delegated authority of WWASPS as its agents. The teachers, supervisors, and staff engaged in the afore-described wrongful conduct while in the course and scope of their duties with WWASPS and its affiliates. Therefore, WWASPS is liable for the wrongful conduct of its teachers, supervisors, and staff.

2. WWASPS negligently selected and placed the offending teachers, supervisors, and staff in positions of trust, confidence and authority and in direct, unsupervised contact with minor children, when

they either had no knowledge of the teachers, supervisors, and staff's backgrounds or WWASPS had actual or apparent knowledge of these individuals' dangerous propensities toward physical, emotional, mental, and sexual abuse of their students.

3. WWASPS failed to establish written and effective guidelines and procedures to safeguard the children entrusted to it.

4. WWASPS failed to provide proper training to its teachers, supervisors, and staff.

5. WWASPS encouraged, through its pattern and practice, the herein described acts of wrongful and illegal conduct by its agents.

6. WWASPS failed to warn Plaintiffs or their families of the offending teachers, supervisors, and staff's dangerous propensities towards abuse of minor children. Indeed, it was WWASPS's pattern and practice to encourage the abusive behavior from the teachers, supervisors, and staff.

7. WWASPS was under a duty to disclose the extent of the problem of physical, emotional, mental, and sexual abuse by the teachers, supervisors, and staff towards student Plaintiffs, and the severe psychological problems that would result from such abuse if not properly treated, but failed to make such disclosures.

8. WWASPS failed to notify state and governmental authorities of known and suspected abuse when it was the law to do so.

9. WWASPS failed to provide reasonable supervision of its teachers, supervisors, and staff.

10. WWASPS failed to provide adequate staffing to provide a safe environment.

11. WWASPS failed to provide adequate food, clothing, shelter, and education in its boarding schools, even though it represented to parents and others it was doing so.

12. WWASPS adopted and implemented programs specifically designed to induce feelings of helplessness in the Plaintiffs.

13. The students who had advanced in the program to higher levels were sometimes appointed to indoctrinate new students or less advanced students into the program. The Defendants knew and encouraged these advanced level students to psychologically, physically, and sexually abuse other students.

14. WWASPS's conduct during the time and occasions of the abuse in question was negligent and a proximate cause of Plaintiffs' damages.

B.

**ACTUAL AND CONSTRUCTIVE FRAUD**

1. As fiduciaries of student Plaintiffs, Defendants owed a duty to Plaintiffs to inform parent Plaintiffs of the fact that the schools operated by Defendants were staffed by unqualified individuals; did not contain sufficient staffing to prevent, detect, and minimize the effects of incidents of abuse; that student Plaintiffs were being used for child labor; that the schools were below the child safety standards that would reasonably be anticipated; that education of their children would be minimal to non-existent; and that their children may be harmed by their methods.

2. By reason of the failure to make these disclosures to Plaintiffs, and the resulting detrimental reliance thereon, Defendants are guilty of actual and constructive fraud.

C.

**BREACH OF CONTRACT/BREACH OF WARRANTY**

1. At the time that WWASPS Defendants accepted student Plaintiffs into the schools operated by them and collected payment from parent Plaintiffs for school tuition, room and board, and treatment, Defendants did, by both their conduct and verbal statements, expressly and impliedly agree and warrant,

in exchange for valuable consideration, to provide good quality child care, schooling, education, treatment, boarding services in a safe, nurturing environment, such that student Plaintiffs would, among other things, not be intentionally or negligently harmed, would receive an education, and would have improved emotional and psychological health.

2. Parent Plaintiffs relied on the claims of Defendants that their children would be well cared for and properly educated in exchange for payments of money to Defendants.

3. Instead, student Plaintiffs were subjected to physical, mental, emotional, and sexual abuse as described above, and were not provided an education.

4. WWASPS Defendants breached their express and implied contract and warranty to parent Plaintiffs, and also to student Plaintiffs, as third-party beneficiaries. As a result, Plaintiffs were damaged.

D.

**BREACH OF STATUTORY DUTY TO PREVENT CHILD ABUSE**

1. Defendants were under a statutory duty to protect children entrusted to their care from physical and sexual abuse and to report to various child welfare and child protective agencies any known or suspected occurrences of sexual or physical abuse of children. For example, in Utah, Defendants were required to report under Utah Code Ann. §§ 53A-6-502, 62A-4a-411, 76-5-109, 76-5-103, 76-5-401.1, 76-5-404, 76-5-404.1, and 78-12-25.1. Defendants breached their statutory duty in that: (a) they engaged in a pattern and practice of, or knowingly permitted their agents to, physically and/or sexually abuse minor children; and (b) Defendants learned of suspected physical and sexual abuse of children but concealed its existence from jurisdictional authorities, and to this day continues to fail to report known instances of physical or sexual abuse of children entrusted to its care.

E.

**BREACH OF DUTY TO ACT IMPOSED BY PRIOR DANGEROUS CONDUCT**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 321, under the legal doctrine of failure to act when their prior conduct is found to be dangerous. Under this doctrine, if an actor does an act, and subsequently realizes or should realize that he has created an unreasonable risk of causing physical harm to another, he is under a duty to exercise reasonable care to prevent that risk from taking effect. WWASPS and the other Defendants were aware that their conduct and that of their agents at the boarding schools created unreasonable risks of physical and psychological harm to student Plaintiffs, but failed to exercise reasonable care to prevent that risk from being carried out, and student Plaintiffs were harmed as a result.

F.

**BREACH OF DUTY TO AID ANOTHER HARMED BY DEFENDANTS' CONDUCT**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 322, under the legal doctrine of duty to aid another harmed by an actor's conduct. Under this doctrine, the Defendants knowing or having reason to know that, by their conduct, whether tortious or innocent, they had caused bodily harm to student Plaintiffs as to make them helpless and in danger of further harm, and were under a duty to exercise reasonable care to prevent such further harm. Defendants failed to satisfy this duty, and never exercised any reasonable care to prevent further harm to student Plaintiffs. Student Plaintiffs were damaged as a result.

G.

**DEFENDANTS' INTENTIONAL AND NEGLIGENT  
INFLICTION OF EMOTIONAL DISTRESS**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above.

2. In administering the abuse against student Plaintiffs, in conspiring to cover up that abuse, in ratifying the acts of those teachers, supervisors, and staff who administered the abuse, and in conspiring to assist those workers in avoiding detection by law enforcement agencies, Defendants engaged in a pattern and practice of outrageous conduct that intentionally inflicted severe emotional distress upon student Plaintiffs, for which all Defendants are liable both in actual and punitive damages.

3. Defendants were parental surrogates to student Plaintiffs and had a duty not to injure them, either physically or psychologically, but rather to instruct, educate, and promote their physical and psychological well-being consistent with Defendants representations to parent Plaintiffs. However, Defendants negligently placed student Plaintiffs in a confined environment with teachers, supervisors, and staff who physically, emotionally, mentally, and sexually abused them. Defendants' conduct was malicious, wanton, and in reckless disregard of student Plaintiffs' health, safety, and welfare, by reason of which Plaintiffs are entitled to recover both actual and punitive damages.

H.

**NEGLIGENT ASSUMPTION OF RISK OF INTENTIONAL OR CRIMINAL CONDUCT**

1. Student Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for actions and/or omissions pursuant to Restatement (Second) of Torts, Section 302B, under the legal doctrine of negligent assumption of risk of intentional or criminal conduct:

An act or omission may be negligent if the actor realizes or should realize that it involves an unreasonable risk of harm to another through the conduct of the actor or a third person which is intended to cause harm, even though such conduct is criminal.

Restatement (Second) of Torts, Section 302B.

2. Defendant WWASPS and the other Defendants realized or should have realized that the abusive teachers, supervisors, and staff posed an unreasonable risk of harm to minor children, including student Plaintiffs.

I.

**NEGLIGENT MISREPRESENTATION INVOLVING RISK OF PHYSICAL HARM**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for actions and/or omissions pursuant to Restatement (Second) of Torts, Section 311, under the legal doctrine of negligent misrepresentation involving risk of physical harm.

- (1) One who negligently gives false information to another is subject to liability for physical harm caused by action taken by the other in reasonable reliance upon such information, where such harm results
  - (a) to the other, or
  - (b) to such third persons as the actor should expect to be put in peril by the action taken.
- (2) Such negligence may consist of failure to exercise reasonable care
  - (a) in ascertaining the accuracy of information, or
  - (b) in the manner in which it is communicated.

Restatement (Second) of Torts, Section 311.

2. Defendant WWASPS and the other Defendants informed parent Plaintiffs that WWASPS would provide a safe and family-oriented environment for their children. Defendants' failure to ascertain and apprise Plaintiffs of the propensity of offending teachers, supervisors, and staff to physically, emotionally, mentally, and sexually abuse minor children, and WWASPS and the other Defendants'



representation that the offending teachers, supervisors, and staff were not dangerous to children placed student Plaintiffs in peril, and caused them injury.

J.

**BATTERY**

1. Plaintiffs incorporate by reference, as if set forth at length herein, all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions under the legal doctrine of battery, which states that an actor is subject to liability to another for battery if (a) he acts intending to cause a harmful or offensive contact with the person of the other or a third person, or an imminent apprehension of such a contact, and (b) a harmful contact with the person of the other directly or indirectly results.

K.

**ASSAULT**

1. Plaintiffs incorporate by reference, as if set forth at length herein, all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions under the legal doctrine of assault, which provides that an actor is subject to liability to another for assault if his conduct is (a) an attempt, with unlawful force or violence, to do bodily injury to another; (b) a threat, accompanied by a show of immediate force or violence, to do bodily injury to another; or (c) an act, committed with unlawful force or violence, that causes bodily injury to another or creates a substantial risk of bodily injury to another. All Defendants are liable to student Plaintiffs for the assaults committed upon them. Some of the Defendants participated directly in assaults upon student Plaintiffs at the boarding schools, while others are liable as principals of the actors who knew about and condoned the assaults upon student Plaintiffs, and failed to take any action to stem that abuse.

L.

**FALSE IMPRISONMENT**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions under the legal doctrine of false imprisonment. Defendants either directly committed, knew about, condoned, and concealed acts intended to confine student Plaintiffs. That confinement included being locked in boxes or cages, small rooms, and within the boundaries fixed by the authorities at the boarding schools, which such acts directly or indirectly resulted in the confinement of student Plaintiffs, who were conscious of the confinement and were harmed by it.

M.

**UTAH DECEPTIVE TRADE PRACTICES VIOLATIONS**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above.

2. Plaintiffs have sent notice to Defendants to promulgate a correction notice to their violating advertisement at least ten (10) days prior to the filing of this lawsuit, and that notice is herein adopted and given on behalf of all Plaintiffs herein.

3. Plaintiffs assert that WWASPS and the other Defendants are liable to Plaintiffs for violations of Utah Truth In Advertising Act (UTIAA), Utah Code Ann. § 13-11a-3(1)(b), (c), (e), (g), and (t), as follows:

- (b) A person causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services.
- (c) A person causes likelihood of confusion or of misunderstanding as to affiliation, connection, association with, or certification by another.

- (e) A person represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have.
- (g) A person represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.
- (t) A person engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

N.

### **RICO VIOLATIONS**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above.

2. This claim for relief is asserted against each Defendant and arises under the federal Racketeer-Influenced and Corruption Organizations (RICO) Act, 18 U.S.C. § 1961 et seq. Defendants have violated 18 U.S.C. § 1962((a), b), (c), and (d), as follows:

- (a) (a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity . . . to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. . . .
- (b) It shall be unlawful for any person through a pattern of racketeering activity . . . to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.
- (c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity . . . .
- (d) It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

3. At all relevant times, each Defendant is considered a “person” subject to the RICO Act, pursuant to 18 U.S.C. § 1961(3).

4. At all relevant times, Defendants constituted an “enterprise”, pursuant to 18 U.S.C. § 1961(4). This enterprise is an ongoing organization that functions to maximize the sales of WWASPS specialty boarding schools and programs and in concert to bilk parents and children out of their money, including, but not limited to, the theft of the value of the students’ work at the boarding schools, the deprivation of their educational opportunities, and the parents’ investments in their child’s education and welfare.

5. The “racketeering activity”, pursuant to 18 U.S.C. § 1961(1)(b), committed by Defendants is related to 18 U.S.C. § 1341 (relating to mail fraud), 18 U.S.C. § 1343 (relating to wire fraud), 18 U.S.C. § 1461 (relating to obscene matter), and 18 U.S.C. § 1957 (relating to engaging in monetary transactions in property derived from specified unlawful activity).

6. The WWASPS Defendants knowingly and intentionally failed to disclose material facts and deliberately misrepresented material facts through their telephone and internet conversations, letters, and other remittance sent through the U.S. mail, which amounts to repeated violations of 18 U.S.C. §§ 1341 and 1343.

7. The WWASPS Defendants sent fraudulent literature and advertisements about their specialty boarding schools and programs to promote and advertise their facilities and programs for the purpose of recruiting more children for attendance at their boarding schools, where they were physically, mentally, and sexually abused and utilized as child labor, instead of the enhancement of their welfare and education as promised, which such conduct is in violation of 18 U.S.C. § 1461.

8. The WWASPS Defendants knowingly engaged in monetary transactions in criminally derived property that is of a value greater than \$10,000 and is derived from specified unlawful activity, pursuant to 18 U.S.C. § 1957.

9. The acts that form a “pattern” of racketeering activity relate to the WWASPS Defendants’ common objectives of maximizing the wealth of the WWASPS owners, directors, and/or principals; misleading the public and government regulators who bear responsibility for child welfare; and suppressing the truth concerning the abuse and theft of property taking place at and through the boarding schools from Plaintiffs. These acts have had the same or similar purposes, results, participants, victims, and methods of commission. The acts have been consistently repeated and are capable of further repetition. Defendant’s pattern of racketeering activity dates from the 1990's and continues to the present, and threatens to continue in the future.

10. Defendants have used or invested their illicit proceeds, generated through the pattern of racketeering activity, directly or indirectly in the acquisition of an interest in, or establishment or operation of, each enterprise in violation of 18 U.S.C. § 1962(a). Defendants’ use and investment of these illicit proceeds is for the specific purpose and has the effect of suppressing and concealing information regarding the incidents of child abuse, theft of property, and the failure to enhance the welfare and education of children at the boarding schools, and in large part, to further their goals of recruiting more children to attend their boarding schools and programs. Defendants used income derived from their pattern of racketeering activities, as described above, in the operation of their businesses, the activities of which affected interstate commerce.

11. The individual Defendants acquired and maintained control of the WWASPS enterprise, the activities of which affected interstate commerce, in violation of 18 U.S.C. § 1962(b).

12. Each Defendant participated, directly or indirectly, in association with the other Defendants' affairs through their pattern of racketeering activity, as described above, in violation of 18 U.S.C. § 1962(c). The pattern of racketeering activity dates from the 1990's through the present, and threatens to continue in the future.

13. Each Defendant has conspired to violate 18 U.S.C. § 1962(a), (b), and (c) in violation of 18 U.S.C. § 1962(d).

14. Plaintiffs have been injured in their property by reason of Defendants' violations of 18 U.S.C. § 1962 in that Plaintiffs paid Defendants large amounts of money for the promised care and welfare of their children, and have been required to incur significant costs and expenses attributable to the abuse committed by the teachers, supervisors, and staff at the boarding schools; and counseling they have been forced to incur as a result thereof, and theft of the value of student Plaintiffs' work and educational opportunities. In absence of Defendants' violations of 18 U.S.C. § 1962(c) and (d), these costs and expenses, as well as the theft of Plaintiffs' property, would have been substantially reduced or eliminated altogether.

15. Under the provisions of 18 U.S.C. § 1964(c), Plaintiffs are entitled to bring this action and to recover herein treble damages and court costs, which includes reasonable attorney fees.

O.

**GROSS NEGLIGENCE AND EXEMPLARY DAMAGES**

1. WWASPS Defendants, both individually and collectively, expressly and by their acts, have accepted and ratified the wrongful and injurious conduct described herein.

2. WWASPS Defendants, at the time and on the occasions in question, acted with heedless and reckless disregard for the safety of student Plaintiffs, which disregard was the result of knowing and reckless indifference to the rights of Plaintiffs, pursuant to Utah Code Ann. § 78-18-1.

3. Actions and omissions of the WWASPS Defendants, at the time and on the occasions in question, are the result of willful and malicious or intentionally fraudulent conduct to bilk parent Plaintiffs out of their money, pursuant to Utah Code Ann. § 78-18-1.

4. As a result, Plaintiffs are entitled to recover exemplary damages.

#### VIII.

#### **DAMAGES AS TO EACH STUDENT PLAINTIFF**

Damages include, but are not limited to, the following:

1. As a proximate result of the incidents of abuse described above, Plaintiffs have suffered, and will continue to suffer, extreme emotional trauma, pain and suffering, and chronic post-traumatic stress disorder.

2. Plaintiffs have suffered medical and psychotherapeutic expense, a need for therapeutic service, diminished earning capacity and lost earnings, social stigmatization, reduced educational attainments, and substantial general damages.

3. Plaintiffs have experienced both physical and psychological pain and suffering and mental anguish in the past and in all reasonable probability will sustain physical and psychological pain and suffering in the future as a result of their injuries.

4. Plaintiffs have incurred medical expenses in the past and in all reasonable probability will continue to incur medical expenses as a result of the incidents described above.

5. Plaintiffs suffer from a profound sense of guilt, helplessness, loss of self-esteem, and suffer from post-traumatic stress syndrome, which includes nightmares and flashbacks, as a result of their childhood experience at Defendants' boarding schools.

6. Because of the near-total isolation from the outside world and lack of education, many

students have experienced extreme difficulty in earning a living, entering and maintaining relationships, and in adapting to the laws and regulations of society. They are in need of extended psychological counseling.

7. As a result of Defendants' conduct, Plaintiffs were injured in their property because they were robbed of the value of their forced child labor at the boarding schools, as well as the value of even a minimally sufficient education.

8. Plaintiffs seek restitution for their actual damages in an amount to be shown according to proof.

9. Plaintiffs seek punitive damages in an amount to be shown according to proof in order to punish and deter the outrageous conduct taken in heedless and reckless disregard for the safety of Plaintiffs, and as a result of Defendants' conscious indifference to the rights, welfare and safety of Plaintiffs in violation of the laws of the State of Utah and other jurisdictions where Plaintiffs were confined.

## IX.

### **DAMAGES AS TO EACH PARENT PLAINTIFF**

Damages include, but are not limited to, the following:

1. Plaintiff parents seek restitution for their actual damages in an amount to be shown according to proof.

2. For Defendants' RICO violations, Plaintiffs seek treble damages and court costs, which includes reasonable attorney fees.

3. For Defendants' gross negligence and fraudulent concealment, Plaintiffs seek punitive damages.



X.

**REQUEST FOR INJUNCTION AGAINST FURTHER PHYSICAL, EMOTIONAL, OR  
SEXUAL ABUSE OF MINOR CHILDREN**

1. Plaintiffs believe and therefore allege that the pattern and practice of physical, emotional, and sexual abuse to minor children currently enrolled in or residing at the Defendants' boarding schools and treatment facilities is ongoing and continues to this day. Plaintiffs therefore ask this Court to issue an injunction prohibiting Defendants from engaging in any further physical, emotional, or sexual abuse of minor children currently enrolled in or residing at Defendants' boarding schools and treatment.

XI.

**REQUEST FOR INJUNCTION AGAINST FURTHER DECEPTIVE ADVERTISING**

1. Plaintiffs believe and therefore allege that while Defendants continue the pattern and practice of physical, emotional, and sexual abuse to minor children currently enrolled in or residing at the Defendants' boarding schools and treatment facilities, Defendants promote and advertise their boarding schools and treatment facilities as schools where children can get an education while receiving instruction for emotional growth and personal development. Plaintiffs therefore ask this Court to issue an injunction prohibiting Defendants from engaging in any further advertisement that Defendants' boarding schools and treatment facilities are schools where children can get an education while receiving instruction for emotional growth and personal development or the like.

XII.

**REQUEST FOR ORDER PROHIBITING DESTRUCTION OR SPOILIATION OF EVIDENCE**

1. Plaintiffs request this Court to order Defendants not to destroy, discard, or spoil any documents or records, whether written, recorded, or stored electronically, that may be or may have become relevant to any issue in this suit and to include in this order any Defendants that may be added to this suit.

XIII.

**STATEMENTS TO THE COURT**

1. Plaintiffs plead delayed discovery of their claims against Defendants despite the exercise of reasonable diligence on their part, thus tolling the statute of limitations.
2. Plaintiffs plead delayed discovery of the harm caused by physical, emotional, mental, and sexual abuse by the teachers, supervisors, and staff and the delay in treatment despite the exercise of reasonable diligence on their part, thus tolling the state of limitations.
3. Plaintiffs plead fraud and fraudulent concealment of this fraud on the part of Defendants, thus suspending the running of limitations as to all claims.
4. Plaintiffs plead fraudulent concealment of facts under Defendants' control giving rise to this lawsuit against all Defendants, thus suspending the running of limitations against all Defendants.
5. Plaintiffs plead breach of fiduciary duty, including duty to disclose, against all Defendants, thus suspending the running of limitations against all Defendants.
6. Plaintiffs plead a concert of action by Defendants, a conspiracy to conceal negligence, to commit fraud, and to fraudulently conceal the acts and the existence of the fraud and conspiracy, thus suspending the running of limitations against all Defendants.
7. Student Plaintiffs plead that they was under the age of majority at the time the causes of action accrued, thus tolling the statute of limitations as to all claims.
8. Plaintiffs plead repressed memory of sexual abuse at the time the causes of action accrued, thus tolling the statute of limitations as to all sexual abuse claims.
9. Plaintiffs allege that the actions of all Defendants, because of their conduct, statements, and

promises, preclude them from claiming a bar by limitations to any of Plaintiffs' claims. Plaintiffs thus plead the doctrine of equitable estoppel.

XIV.

**JURY DEMAND**

Plaintiffs hereby request and demand a trial by jury.

XV.

**CLAIM FOR PRE-JUDGMENT AND POST-JUDGMENT INTEREST**

Plaintiffs herein claim pre-judgment and post-judgment interest.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be served and cited to appear and answer herein; that an ORDER be immediately issued against destruction or spoliation of evidence herein; and upon final hearing of this cause, a permanent injunction against further abuse be issued, a permanent injunction against further deceptive advertising be issued, and that Plaintiffs have judgment against Defendants, jointly and severally, for damages described herein, for cost of suit, interest as allowable by law, and for such other relief to which Plaintiffs may be justly entitled.

Respectfully submitted this 11<sup>th</sup> day of October, 2006.

TURLEY LAW FIRM

/s/ Windle Turley

Windle Turley, *pro hac vice*, TX Bar No. 20304000  
Lori A. Watson, *pro hac vice*, TX Bar No. 00791889  
T Nguyen, *pro hac vice*, TX Bar No. 24051116

6440 North Central Expressway  
1000 Turley Law Center  
Dallas, TX 75206  
Telephone: (214) 691-4025  
Facsimile: (214) 361-5802

AND

HENRIKSEN & HENRIKSEN, P.C.

C. Richard Henriksen, Jr., #1466

320 South 500 East  
Salt Lake City, Utah 84102  
Telephone: (801) 521-4145  
Facsimile: (801) 355-0246

ATTORNEYS FOR PLAINTIFFS