

Plaintiffs file this their Motion for Leave to File their Fourth Amended Complaint, and would show the court as follows:

I. FACTS

1. Plaintiffs filed their original complaint on August 25, 2006.
2. On December 18, 2006, Plaintiffs' Second Amended Complaint was filed.
3. On February 26, 2006, Plaintiffs' Third Amended Complaint was filed attached to Plaintiffs' Motion for Leave, but was not filed by this court.
4. It is now necessary for Plaintiffs to amend their complaint to:
 - a. Comply with the Order of the Court to provide greater specificity as to certain items and omit some items;
 - b. Add 55 new Plaintiffs (including 44 listed in Plaintiffs unfiled Third Amended Complaint); and
 - c. Drop 3 Plaintiffs that were inadvertently added to Plaintiffs' Second Amended Complaint.
5. The new 55 Plaintiffs desire to be joined into this case rather than bringing a separate but identical suit.
6. Plaintiffs' Fourth Amended Complaint is attached as Exhibit "1," to this motion for leave.

II. ARGUMENT

1. It is understood that leave "shall be freely given when justice so requires."¹ Leave to amend generally may be denied only for four reasons: 1) undue delay; 2) bad faith or dilatory motive; 3) undue prejudice; or 4) futility of amendment.² The federal rules reflect the "principle that the purpose of pleading is to facilitate a proper decision on the merits," and that if the underlying facts relied on by a party might be a proper subject of relief, that party should have the opportunity to test its claims on the merits.³ Therefore, courts should liberally permit amendments, and the discretion to do so rests with the trial court.

Undue Delay, Bad Faith, Dilatory Motive

2. There is no undue delay, bad faith or dilatory motive of the Plaintiffs in seeking to amend to add 55 Plaintiffs, comply with the Court's Order dated April 30, 2007, and remove 3 Plaintiffs. This case has only been on file since August 25, 2006. There will be no delay if the court grants this amendment.

3. The causes of action are being amended in Plaintiffs' Fourth Amended Complaint to comply with the Court's April 30, 2007 order.

¹Fed.R.Civ.P.15(a).

²Foman v. Davis, 371 U.S. 178, 182, (1962); USA v ITEM 1, 147 Fed. Appx. 775 (10th Cir.2005); Frank v. U.S. West, Inc., 3F.3d 1357, 1365 (10th Cir. 1993).

³Foman, 371 U.S. at 182 (quoting Conley v. Gibson, 355 U.S. 41, 48 (1957)).

Prejudice

4. Prejudice to the non-moving party is the touchstone for the denial of an amendment. Incidental prejudice is also not a sufficient basis for the denial of a proposed amendment. Prejudice becomes undue when a party shows that it would be "unfairly prejudiced" or deprived of the opportunity to present facts or evidence which it would have offered. The test for prejudice is whether the non-moving party will be denied a fair opportunity to defend and offer additional evidence to address the amendment. If the amendment would substantially change the theory on which the action is proceeding, and is proposed so late that a party must engage in significant new preparation, it may be found to be prejudicial.⁴ Courts typically deny amendment of pleadings immediately before trial.⁵ Here, no trial date is even scheduled, and no hearings have been held. Simply put, there is no prejudice for adding the 55 new Plaintiffs, and removing 3 Plaintiffs.

Futility

5. Futility exists where the proposed amendment is 1) frivolous or 2) advances a claim that is legally insufficient on its face.⁶ "If a proposed amendment is not clearly

⁴Elf Atochem, 161 F.R.D. at 301 (defense that EPA was arbitrary and capricious in remedy chosen one year after filing of complaint and after fact discovery closed was untimely and prejudicial in that it was obvious from start of litigation and trial was close).

⁵See, e.g., Harrison Beverage Co. v. Dribeck Importers, Inc., 133 F.R.D. 463, 468 (D.N.J.1990).

⁶Morton International, Inc. v. A.E. Stanley Mfg. Co., 106 F. Supp 2d 737, 745 (D. N.J. 2000).

futile, then denial of leave to amend is improper."⁷ Amending to add additional Plaintiffs, comply with the Court's April 30, 2007 order, and remove Plaintiffs, is by no means futile.

CONCLUSION


6. Plaintiffs Fourth Amended Complaint, will change some causes of action to comply with the Court's April 30, 2007 order, add 55 additional Plaintiffs to this lawsuit instead of requiring the new Plaintiffs to bring a separate suit, and remove 3 Plaintiffs which were inadvertently added to Plaintiffs' Second Amended Complaint. This amendment is requested not to cause delay but so that justice may be done.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this court grant their motion for leave to file Plaintiffs' Fourth Amended Complaint attached as Exhibit "1."

⁷*Id.*

Respectfully submitted this 5th day of June, 2007.

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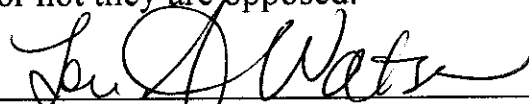
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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF CONFERENCE

Plaintiffs' counsel contacted Defendants' counsel regarding the merits of this motion, but have not been informed whether or not they are opposed.



Lori A. Watson

CERTIFICATE OF SERVICE

A copy of the foregoing document and appendices have been forwarded to all counsel of record as follows:

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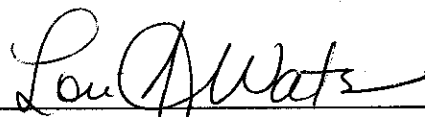
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

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; §
CRISTINE GOMEZ; §
JOSEPH GOMEZ; §

PLAINTIFFS' FOURTH
AMENDED COMPLAINT

Civil Action No.:
2:06-CV-708 TS

HONORABLE JUDGE
TED STEWART



CHRISTOPHER CARBO; §
THERESA JACKSON, on behalf of §
HEATHER BROOK JACKSON, A Minor §
Child; §
THERESA JACKSON; §
SEAN HELLINGER; §
PHILLIPE GARIBAY; §
WILLIAM A. BOYLES, JR.; §
STEVEN HARLAN BAKER; §
KRYSTAL VAUGHAN; §
JANEEN WHITCHURCH; §
RYAN CLARK PINK; §
JONATHAN WALMSLEY; §
BRENDA LANCASTER; §
DAVID SALLEE; §
JAMES ALDRIDGE; §
COURTNEY ANN CARROLL §
ANDERSON; CHRIS BASLIOS; §
CHRISTOPHER BUFFONI; §
JOSEPH BURNS; §
REMBERTO CARBO; §
JENNIFER CHAMBARD; §
JONATHAN CLAFLIN; §
RYAN COLBURN; §
JOHN CONOR AS PERSONAL §
REPRESENTATIVE OF THE ESTATE §
OF FRANK CONOR, DECEASED; §
JOHN CONOR; §
ALEXANDRA COTO; §
MORGAN DAVIS; §
NICK FREDERICKSON; §
KURT FREY; §
LON HOFFMAN; §
MELISSA HOFFMAN; §
SUSAN HOOTEN; §
DUSTIN KAVA; §
ANDREW KING; §
SHEILA LAI; §

TEEN HELP, LLC; §
R & B MANAGEMENT GROUP, LLC; §
R & B BILLING, LLC; §
ROBERT B. LICHFIELD; §
KEN KAY; §
KARR FARNSWORTH; and §
JOHN DOES I through XX, §
§
Defendants. §

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PLAINTIFFS' FOURTH 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, Cristine Gomez, Joseph Gomez, Christopher Carbo, Theresa Jackson on Behalf of Heather Brook Jackson, A Minor Child, Theresa Jackson, Sean Hellinger, Phillipe Garibay, William A. Boyles, Jr., Steven Harlan Baker, Krystal Vaughan, Janeen Whitchurch, Ryan Clark Pink, Jonathan Walmsley, Brenda Lancaster, David Sallee, James Aldridge, Courtney Ann Carroll Anderson, Chris Baslios, Christopher Buffoni, Joseph Burns, Remberto Carbo, Jennifer Chambard, Jonathan Claflin, Ryan Colburn, John Conor as Personal Representative of the Estate of Frank Conor, Deceased, John Conor, Alexandra Coto, Morgan Davis, Nick Frederickson, Kurt Frey, Lon Hoffman, Melissa Hoffman, Susan Hooten, Dustin Kava, Andrew King, Sheila Lai, Andrew Monty Lapica, Joanne Lehnhardt, Carl R. Milliken, Dan Milliken, Cody Landon Perez, Lana Pink, Jake Resnikoff, Paul Warren Richards, Irene Romero, Benjamin Sallee, Lana Sallee, Lorin Stewart, Martie Tuthill, Ryan Walmsley, Tammi West, Nathaniel Lee, Matthew Lawrence, Tammi West, Nathaniel Lee, Matthew Lawrence, Kristen Whitchurch, Tara Coto, Steven Cooper, Lynne Cooper, Chelsea Filer, Charles Lee, Carol Wright, Sally Lapica, Scott David Lancaster, Julie Krucek, Elizabeth Anderson, Sandra Bressi Milliken, Beth Cooper, Sara Louise Barlow,

Dustin L. Calvert, John Calvert, Antonio Delgado, Marcie Delgado, Patrick Michael Delgado, Zachery Cole Fernandez, Kelly Ann Fouquier, Daniel Franco, Robert Gardner, Edward H. Gonzalez, Irena Gonzalez, Maria Goodwin, Christopher Goodwin, Jr., Keri Amber Haynes, Whitney R. Kiesler, Charles King, Anthony Daniel Maldonado, Cythia Figuereo, Matthew Lee Mcilvaine, Devon Leigh Migliacco, Bryan Patrick Montalbano, Patricia L. Montalbano, Lisa Joe Murray, Patrick Wilson Osborn, Arif Patani, Jason Riley Pierce, Kathy Diane Pierce, Mariam Qasim, Donald Rawson, Sharon Rawson, Donald Rawson and Sharon Rawson on Behalf of Nicole Rawson, A Minor Child, Mitchell E. Redman, Jeffrey D. Reeder, Ashley Jane Rohzen, Debra J. Rohzen, Eric S. Rohzen, Eric Lee Sturhan, Earl L. Timmons, Jr., Kyle Tuthill, Sonia Vargas, Denny Witkin, Marc Witkin, Sonia Vargas on behalf of Plaintiff Halie Enriquez, A Minor child, Lisa Besio, Sonja Carlson, Donna Lawrence, Michael Lawrence, Lance Frederick Mahoney, II., Lance Frederick Mahoney, Sr., Adelina Nikolov, Evgeni Nikolov, Evgeni Evgeniev Nikolov, Richard Romero and John Webster Batton, hereby file this fourth amended complaint and allege as follows:

I.

PARTIES

A. PLAINTIFFS:

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 Plaintiff 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 Cristine 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 Theresa Jackson on behalf of Heather Brook Jackson, A Minor Child, 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 Plaintiff Kristen Michelle Whitchurch and resides in Minnesota.
24. Plaintiff Ryan Clark Pink resides in Texas.
25. Plaintiff Jonathan Walmsley is the biological father of Plaintiff Ryan Walmsley and resides in California.
26. Plaintiff Brenda Lancaster is the biological mother of Plaintiff Scott David Lancaster and resides in Michigan.
27. Plaintiff David Sallee is the biological father of Plaintiff Benjamin David Sallee and resides in Texas.
28. Plaintiff James Aldridge resides in California.
29. Plaintiff Courtney Ann Carroll Anderson resides in Michigan.
30. Plaintiff Chris Baslios resides in California.
31. Plaintiff Christopher Buffoni resides in California.
32. Plaintiff Joseph Burns resides in Arizona.
33. Plaintiff Remberto Carbo is the biological father of Plaintiff Christopher Carbo and resides in Florida.
34. Plaintiff Jennifer Chambard resides in Washington.
35. Plaintiff Jonathan Claflin resides in Missouri.
36. Plaintiff Ryan Colburn resides in Texas.

37. Plaintiff John Conor as Personal Representative of The Estate of Frank Conor, Deceased and resides in Michigan.
38. Plaintiff John Conor is the biological father of Plaintiff Frank Conor, Deceased and resides in Michigan.
39. Plaintiff Alexandra Coto resides in California.
40. Plaintiff Morgan Davis resides in New Mexico.
41. Plaintiff Nick Frederickson resides in North Dakota.
42. Plaintiff Kurt Frey resides in California.
43. Plaintiff Lon Hoffman is the biological father of Plaintiff Melissa Hoffman and resides in Arizona.
44. Plaintiff Melissa Hoffman resides in Arizona.
45. Plaintiff Susan Hooten is the biological mother of Chris Cross and resides in California.
46. Plaintiff Dustin Kava resides in Ohio.
47. Plaintiff Andrew King resides in California.
48. Plaintiff Sheila Lai is the biological mother of Plaintiff Kurt Frey and resides in California.
49. Plaintiff Andrew Monty Lapica resides in Nevada.

50. Plaintiff Joanne Lehnhardt is the biological mother of Plaintiff Dustin Kava and resides in Ohio.
51. Plaintiff Carl R. Milliken resides in Maryland.
52. Plaintiff Dan Milliken is the biological father of Plaintiff Carl R. Milliken and resides in Maryland.
53. Plaintiff Cody Landon Perez resides in Tennessee.
54. Plaintiff Lana Pink is the biological mother of Plaintiff Ryan Pink and resides in Texas.
55. Plaintiff Jake Resnikoff resides in California.
56. Plaintiff Paul Warren Richards resides in Washington.
57. Plaintiff Irene Romero resides in California.
58. Plaintiff Benjamin Sallee resides in Texas.
59. Plaintiff Lana Sallee is the biological mother of Plaintiff Benjamin Sallee and resides in Texas.
60. Plaintiff Lorin Stewart resides in Alaska.
61. Plaintiff Martie Tuthill is the biological mother of Kyle Tuthill and resides in Virginia.
62. Plaintiff Ryan Walmsley resides in Kent, England.
63. Plaintiff Tammi West resides in Washington, D.C.

64. Plaintiff Nathaniel Lee resides in Arkansas.
65. Plaintiff Matthew Lawrence resides in Massachusetts.
66. Plaintiff Kristen Whitchurch resides in Minnesota.
67. Plaintiff Tara Coto is the biological mother of Plaintiff Alexandra Coto and resides in California.
68. Plaintiff Steven Cooper is the biological father of Plaintiff Beth Cooper and resides in Virginia.
69. Plaintiff Lynne Cooper is the biological mother of Plaintiff Beth Cooper and resides in Virginia.
70. Plaintiff Chelsea Filer resides in California.
71. Plaintiff Charles Lee is the biological father of Plaintiff Nathaniel Lee and resides in Texas.
72. Plaintiff Carol Wright is the biological mother of Plaintiff Elizabeth Anderson and resides in Nevada.
73. Plaintiff Sally Lapica is the biological mother of Plaintiff Andrew Lapica and resides in Nevada.
74. Plaintiff Scott David Lancaster resides in Michigan.
75. Plaintiff Julie Krucek is the biological mother of Jennifer Chambard and resides in Washington.

76. Plaintiff Elizabeth Anderson resides in Nevada.
77. Plaintiff Sandra Bressi Milliken is the step mother of Plaintiff Carl R. Milliken and resides in Maryland.
78. Plaintiff Beth Cooper resides in Virginia.
79. Plaintiff Sara Louise Barlow resides in Alaska.
80. Plaintiff Dustin L. Calvert resides in Kentucky.
81. Plaintiff John Calvert is the biological father of Plaintiff Dustin L. Calvert and resides in Kentucky.
82. Plaintiff Antonio Delgado resides in Texas.
83. Plaintiff Marcie Delgado is the biological mother of Plaintiff Antonio Delgado and resides in Texas.
84. Plaintiff Patrick Michael Delgado is the biological father of Plaintiff Antonio Delgado and resides in Texas.
85. Plaintiff Zachery Cole Fernandez resides in California.
86. Plaintiff Kelly Ann Fouquier resides in California.
87. Plaintiff Daniel Franco resides in California.
88. Plaintiff Robert Gardner resides in Delaware.
89. Plaintiff Edward H. Gonzalez is the biological father of Plaintiff Irena Gonzalez and resides in California.

90. Plaintiff Irena Gonzalez resides in California.
91. Plaintiff Maria Goodwin is the biological mother of Plaintiff Christopher Goodwin, Jr. And resides in California.
92. Plaintiff Christopher Goodwin, Jr. resides in California.
93. Plaintiff Keri Amber Haynes resides in North Carolina.
94. Plaintiff Whitney R. Kiesler resides in Washington.
95. Plaintiff Charles King resides in Washington.
96. Plaintiff Anthony Daniel Maldonado resides in Florida.
97. Plaintiff Cythia Maldonado Figuereo is the biological mother of Plaintiff Anthony Daniel Maldonado and resides in Florida.
98. Plaintiff Matthew Lee Mcilvaine resides in Oklahoma.
99. Plaintiff Devon Leigh Migliacco resides in New Jersey.
100. Plaintiff Bryan Patrick Montalbano resides in California.
101. Plaintiff Patricia L. Montalbano is the biological mother of Plaintiff Bryan Patrick Montalbano and resides in California.
102. Plaintiff Lisa Joe Murray resides in Colorado.
103. Plaintiff Patrick Wilson Osborn resides in Texas.
104. Plaintiff Arif Patani resides in Virginia.
105. Plaintiff Jason Riley Pierce resides in Texas.

106. Plaintiff Kathy Diane Pierce is the biological mother of Plaintiff Jason Riley Pierce and resides in Texas.
107. Plaintiff Mariam Qasim resides in New Jersey.
108. Plaintiff Donald Rawson is the adoptive father of Plaintiff Nicole Rawson and resides in Colorado.
109. Plaintiff Sharon Rawson is the adoptive mother of Plaintiff Nicole Rawson and resides in Colorado.
110. Plaintiffs Donald Rawson and Sharon Rawson on behalf of Nicole Rawson, A Minor Child who reside in Colorado.
111. Plaintiff Mitchell E. Redman resides in Ohio.
112. Plaintiff Jeffrey D. Reeder resides in Florida.
113. Plaintiff Ashley Jane Rohzen resides in California.
114. Plaintiff Debra J. Rohzen is the biological mother of Plaintiff Ashley Jane Rohzen and resides in California.
115. Plaintiff Eric S. Rohzen is the biological father of Plaintiff Ashley Jane Rohzen and resides in California.
116. Plaintiff Eric Lee Sturhan resides in Texas.
117. Plaintiff Earl L. Timmons, Jr. is the biological father of Andrew Timmons and resides in Delaware.

118. Plaintiff Kyle Tuthill resides in Virginia.
119. Plaintiff Sonia Vargas is the biological mother of Plaintiff Halie Enriquez and resides in Texas.
120. Plaintiff Denny Witkin is the biological mother of Plaintiff Marc Witkin and resides in California.
121. Plaintiff Marc Witkin resides in California.
122. Plaintiff Sonia Vargas on behalf of Plaintiff Halie Enriquez, a minor child and reside in Texas.
123. Plaintiff Lisa Besio resides in California.
124. Plaintiff Sonja Carlson resides in Virginia.
125. Plaintiff Donna Lawrence is the biological mother of Plaintiff Michael Lawrence and resides in Massachusetts.
126. Plaintiff Michael Lawrence resides in Massachusetts.
127. Plaintiff Lance Frederick Mahoney, II. resides in California.
128. Plaintiff Lance Frederick Mahoney, Sr. is the biological father of Plaintiff Lance Frederick Mahoney, II., and resides in California.
129. Plaintiff Adelina Nikolov is the biological mother of Plaintiff Evgeni Evgeniev Nikolov and resides in Bulgaria.

130. Plaintiff Evgeni Nikolov is the biological father of Plaintiff Evgeni Evgeniev Nikolov and resides in Bulgaria.

131. Plaintiff Evgeni Evgeniev Nikolov resides in Bulgaria.

132. Plaintiff Richard Romero is the biological father of Plaintiff Irene Romero and resides in California.

133. Plaintiff John Webster Batton resides in Arkansas.

B. DEFENDANTS:

1. 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 has made an appearance.

2. Defendant Cross Creek Center for Boys, LLC, has made an appearance.

3. Defendant Cross Creek Manor, LLC, has made an appearance.

4. Defendant Majestic Ranch Academy, Inc. has made an appearance.

5. Defendant Academy at Ivy Ridge, LLC has made an appearance.

6. Defendant Spring Creek Lodge, Inc. has made an appearance.

7. 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.

8. 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.

9. 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.

10. 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.

11. Defendant Carolina Springs Academy has made an appearance.

12. 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.

13. 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.

14. Defendant Peacox 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.

15. 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.

16. 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.

17. 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.

18. Defendant Teen Help, LLC has filed an appearance.

19. 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.

20. 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.

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

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

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

24. 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 each and every other named entity Defendant. Furthermore, see details under VI. A. DEFENDANTS' CONCERT OF ACTION, SINGLE BUSINESS ENTERPRISE, ALTER EGO (AS TO CERTAIN DEFENDANTS), AND JOINT VENTURE herein.

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 a bed with no bedding or linens or with just a 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;

3. Student Plaintiffs repeatedly witnessed other children being kicked, hit, slammed, beaten, thrown to the ground, and humiliated by teachers, supervisors, and/or staff.

4. Defendants violated student Plaintiffs' human rights when Defendants used isolation as a form of punishment.

5. 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.

6. 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 18th birthday, despite torture and inhumane conditions.

7. 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.

8. In addition to the foregoing facts, Plaintiffs incorporate by reference into this Complaint the attached Appendix "A," which is the statement of claims of Student Plaintiffs, and the attached Appendix "B," which is the statement of claims of Parent Plaintiffs.

VI.

STATEMENTS OF CONDITION

A.

**FACTS RELATING TO PLAINTIFFS' ALLEGATIONS
OF DEFENDANTS' CONCERT OF ACTION,
SINGLE BUSINESS ENTERPRISE,
ALTER EGO (AS TO CERTAIN DEFENDANTS), AND JOINT VENTURE**

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, joint venture, and single business enterprise and as agents of these entities, under which theories Plaintiffs assert liability and seek damages from all Defendants jointly and severally.

2. Upon information and belief, the Defendants:

- A. World Wide Association of Speciality Programs and Schools, Inc. (founded by Defendant Robert B. Lichfield),
- B. Cross Creek Center for Boys, LLC (a WWASPS residential school),
- C. Cross Creek Manor, LLC (a WWASPS residential school),
- D. Majestic Ranch Academy, Inc. (a WWASPS residential school),
- E. Academy at Ivy Ridge (a WWASPS residential school),
- F. Spring Creek Lodge, Inc. (a WWASPS residential school),

- G. High Impact (a WWASPS residential school),
- H. Dundee Ranch (a WWASPS residential school),
- I. Casa By The Sea (a WWASPS residential school),
- J. Tranquility Bay (a d/b/a of The Carribean Centre for Change, LTD., and a WWASPS residential school),
- K. Carolina Springs Academy (a WWASPS residential school),
- L. Brightway Adolescent Hospital (an admissions hospital for WWASPS),
- M. Paradise Cove (a WWASPS residential school),
- N. Peacox Enterprises, LLC (property managers for WWASPS),
- O. Dixie Contract Services, LLC (information services for WWASPS),
- P. Premier Educational Systems, LLC (marketing, academics and seminar company for WWASPS),
- Q. Robert Browning Lichfield Family Partnership (partnership to conduct WWASPS business),
- R. Teen Help, LLC (advertising, marketing and solicitation for WWASPS),
- S. R & B Management Group, LLC (management operations for WWASPS),
- T. R & B Billing, LLC (accounting for WWASPS),
- U. Robert B. Lichfield (founder of WWASPS),
- V. Ken Kay (current President of WWASPS), and

W. Karr Farnsworth (prior President/Trustee of WWASPS), acted together in a concert of action, a joint business enterprise, a joint venture, a single business enterprise, and/or served as agents of each other to establish a business enterprise designed and intended to control every aspect of soliciting, marketing, contracting, collecting money, assigning and transferring, housing and controlling students in the WWASPS student residential international program. Additionally, Defendants, except for the following Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth, were the alter ego of each other.

3. The Defendants jointly carried out the described functions while creating the appearance that they were independent entities working in the best interest of the Plaintiffs. In fact, the various Defendants were not independent at all but were directly or indirectly controlled by the joint enterprise carried out through individual ownership, family ownership, or written control and management agreements, between and among the named defendants.

4. For example, on information and belief, each residential school, while calling itself independent, was in fact created and controlled by WWASPS. This was accomplished, at least in some instances, through management control contracts which

required a part of collected tuition and fees to be paid over to the WWASPS enterprise. The agreement placed in WWASPS extensive control over the policies and practices at the schools. Many if not all the schools, although operating under separate corporate or assumed name forms, had shares of their stock placed with the families of Defendants Lichfield, Farnsworth, or Kay, or persons they controlled. Many if not all of the schools' daily operations were carried out by employees from within the WWASPS structure or family members of the WWASPS enterprise. For example, Jay Kay, son of Ken Kay President of WWASPS, is believed to have conducted daily operations at The Caribbean Centre for Change Ltd. d/b/a Tranquility Bay. Narvin Lichfield, brother of Defendant Robert B. Lichfield, founder of WWASPS, conducted the daily operations of Dundee Ranch Academy in Costa Rica; conducts the daily operations of Carolina Springs Academy in South Carolina; is the Registered Agent for Adolescent Transport Services International LLC; and the Registered Agent for Red Rock Academy k/n/a Cross Creek. Majestic Ranch in Montana is owned in part by Dan Peart, the brother in law of Defendant, Robert B. Lichfield; is the Vice-President of Spring Creek Lodge; and is also the Registered Agent for Peacox Enterprises, LLC.

5. The WWASPS enterprise exercised the control to assign students to various schools, to create new schools, and to close schools, even though the schools

operated under various corporate structures and assumed names. When WWASPS schools, especially those located outside the United States such as Dundee Ranch in Costa Rica, have come under scrutiny by local officials for their inhumane treatment of their residents, WWASPS owners and shareholders such as Robert B. Lichfield would meet with the local officials in an attempt to keep the facility open or reopen a new facility in the same area.

6. Robert B. Lichfield founded Teen Help, LLC to conduct the marketing and solicitation of students for the WWASPS residential schools. Teen Help, LLC had a prominent internet cite that reached nationwide and targeted parents with teens to place them in WWASPS facilities. Teen Help, LLC sent the WWASPS residential school enrollment forms to the parents. Teen Help, LLC arranged for certain escort service companies to pick the child up, often in the middle of the night, and transport them to Brightway Adolescent Hospital or a WWASPS residential school. The majority of plaintiff parents in this suit were all referred to WWASPS by and through Teen Help, LLC Teen Help, LLC received a percentage of the monies paid by the parents to have their children at a WWASPS residential school, for referring them. Brent Facer was or is a partner in the Teen Help, LLC business, and he also is a trustee of WWASPS. Joe Atkin is a former Director of Dundee Ranch, a WWASPS school, and the son of J. Ralph Atkin. J. Ralph Atkin was or is a partner in Defendant Teen

Help, LLC.; an initial Trustee and Attorney for Defendant WWASPS; was a prior Registered Agent for Defendant R & B Management Group, LLC.

7. R & B Billing LLC is or was the accounting firm for WWASPS. All the payments made by the plaintiff parents to the schools were then sent to R & B Billing, LLC for accounting and deposit purposes. R & B Billing, LLC authorized and issued "referral fees" to Teen Help, LLC for the students it referred into WWASPS. Teen Help, LLC collected the enrollment papers from the parents and sent them to R & B Billing, LLC who assigned the students an identification number. J. Ralph Atkin is the former registered agent for R & B Billing, LLC; he also was a partner in Teen Help, LLC and the former Director of Dundee Ranch a WWASPS school.

8. All incoming students for all WWASPS schools were initially sent to Brightway Adolescent Hospital, before it was closed down. Plaintiff parents were told this was for an initial medical evaluation, however the Plaintiff children report that little to no medical evaluation was ever done and they received no medical care while at the hospital or at the schools. Brightway Adolescent Hospital was just another way for WWASPS to extort additional money from the parents and was an attempt to make the appearance to the parents that they were a legitimate facility that would provide legitimate medical care.

9. The Defendants have gone to great lengths to conceal the nature of their joint enterprise by frequently, both before and after the wrongful conduct alleged herein, and since this lawsuit was filed, destroying, altering, revising various layers of business structure. This has been evidenced in part by the significant changes in corporate names for the same entity, revisions made to the WWASPS website, and the verbiage in the public advertising for WWASPS over the years. In addition, the Defendants have created many of these structures in different jurisdictions in an attempt to hide or circumvent the true structure of this single business enterprise.

10. In addition to the above mentioned commonalities, several of the Defendants share the common address. WWASPS, Teen Help, LLC, Dixie Contracts Services, LLC, Peacox Enterprises, LLC, R & B Billing, LLC, R & B Management Group, LLC, and Premier Educational Systems, LLC, all are listed in the State of Utah as operating from address: 1240 East 100 South #9 St George Utah 84790.

11. Robert B. Lichfield and Brent Facer were general partners of Dixie Contract Services, LLC, and its attorney was J. Ralph Atkin. The organizational meeting for Dixie Contract Services, LLC, held March 19, 1998, was held at address: 1240 East 100, St. George, Utah 84709. The minutes of a meeting of the members of Dixie Contract Services, LLC on March 19, 1998 indicate Robert Lichfield was serving as President, and Brent Facer was serving as Secretary/Treasurer.

12. The minutes of a meeting of the members of R&B Management Group, LLC on April 30, 1998, reflect that Patricia Lichfield had been the prior President of this LLC until May of 1997. In the meeting minutes for R&B Management Group, LLC of April 30, 1998, Ken Kay was present for the meeting and indicated that Brightway Adolescent Hospital had closed and that the business would be dissolved. In the meeting minutes of R&B Management Group, LLC on January 7, 2000, Ken Kay was elected Manager of the company and Registered Agent, replacing J. Ralph Atkins.

13. Premiere Educational Systems, LLC is responsible in part for providing academics, and the seminars that the students entering the WWASPS facility must undertake to supposedly address accountability, integrity, choice, trust, anger, and honesty issues. Pursuant to the Utah Department of Commerce documents, Premiere Educational Systems, LLC is located at address: 1240 East 100, #9, St. George, Utah 84790.

14. Peacox Enterprises, LLC's public records show Robert B. Lichfield listed as their Manager and Dan Peart listed as their Registered Agent. Other persons associated with this entity include Brent Facer as member/officer and Robert Lichfield as Manager, member, and officer.

15. Karr Farnsworth was the administrator for Cross Creek Programs; and Trustee for Defendant WWASPS.

16. Teen Help LLC and WWASPS advertised with tuition sheets which listed schools: Dundee Ranch, Ivy Ridge, Carolina Springs Academy, Casa by the Sea, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, Pacific View Retreat, and listed the monthly tuition for a three-month versus a twelve-month enrollment. Additionally, Teen Help LLC's 1-800 number was advertised as providing financial resources. WWASPS also advertised with flyers in which listed the WWASPS specialty schools: Academy at Ivy Ridge, Casa by the Sea, Carolina Springs Academy, and Spring Creek Lodge Academy. In the same flyer WWASPS listed their behavioral modification programs/schools: Dundee Ranch and Tranquility Bay. The same WWASPS flyer lists their treatment centers: Cross Creek Center and Cross Creek Manor and lists WWASPS programs for children: Majestic Ranch, and young adult programs: Pacific View Retreat. This flyer then provides a 1-800 number and a web site of WWASPS at www.wwasps.org.

Single Business Enterprise

17. Plaintiffs allege Defendants acted together as a single business enterprise. Defendants did not operate as separate entities, but rather integrated their resources to achieve a common business purpose, therefore Plaintiffs allege that each Defendant is liable for the liabilities and debts incurred in pursuit of that business purpose by all others. The prospect that a claimant may not be able to collect a judgment unless the corporate form is disregarded is part of the inequitable result that the courts look to for justification for doctrines such single business enterprise.

18. Courts look to the following elements to establish the existence of a single business enterprise. Plaintiffs' facts supporting allegations of single business enterprise are mentioned in the aforementioned facts, and include but are not limited:

- a) Common employees: Jay Kay, son of Ken Kay President of WWASPS, is believed to have conducted daily operations at The Caribbean Centre for Change Ltd. d/b/a Tranquility Bay. Narvin Lichfield, brother of Defendant Robert B. Lichfield, founder of WWASPS, conducted the daily operations of Dundee Ranch Academy in Costa Rica; conducts the daily operations of Carolina Springs Academy in South Carolina; is the Registered Agent for Adolescent Transport Services International LLC; and the Registered Agent for Red Rock Academy k/n/a Cross Creek.

Majestic Ranch in Montana is owned in part by Dan Peart, the brother in law of Defendant, Robert B. Lichfield; is the Vice-President of Spring Creek Lodge; and is also the Registered Agent for Peacox Enterprises, LLC.

- b) Common business name: Each Defendant school has advertised that it was a part of the WWASPS enterprise.
- c) Services rendered by the employees of one corporation on behalf of another corporation: Jay Kay, son of Ken Kay President of WWASPS, is believed to have conducted daily operations at The Caribbean Centre for Change Ltd. d/b/a Tranquility Bay. Narvin Lichfield, brother of Defendant Robert B. Lichfield, founder of WWASPS, conducted the daily operations of Dundee Ranch Academy in Costa Rica; conducts the daily operations of Carolina Springs Academy in South Carolina; is the Registered Agent for Adolescent Transport Services International LLC; and the Registered Agent for Red Rock Academy k/n/a Cross Creek.

Majestic Ranch in Montana is owned in part by Dan Peart, the brother in law of Defendant, Robert B. Lichfield; is the Vice-President of Spring Creek Lodge; and is also the Registered Agent for Peacox Enterprises, LLC.

- d) Undocumented transfer of monies between parties. For example, Parent Plaintiff Lana Pink paid her son's tuition for attendance at Defendant Carolina Springs Academy by credit card, which was paid through Defendant Cross Creek Manor's credit card vendor account, and provided her a receipt from Defendant Cross Creek Manor.
- e) Common / shared addresses: As indicated above.
- f) Common business purpose: All Defendants were marketing, soliciting for students for the WWASPS residential schools, which all Defendants profited by signing up new students; and all Defendants were also associated with the WWASPS enterprise in various functions as listed herein.
- g) Common profits: All Defendants shared common profits by and through management contracts and referral fees.

Alter Ego

19. Plaintiffs allege that Defendants, except for the following Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth, were alter egos of each other and that

Defendants engaged in some or all of following aforementioned acts, which the court evaluates to determine alter ego status:

- a) undercapitalization of a one-man corporation;
- b) failure to observe corporate formalities;
- c) nonpayment of dividends;
- d) siphoning of corporate funds by the dominant stockholder;
- e) nonfunctioning of corporate officers or directors;
- f) absence of corporate records;
- g) the use of the corporation as a facade for operations of the dominant stockholder or stockholders; and
- h) the use of the corporate entity in promoting injustice or fraud.

Joint Venture

20. Defendants each operated in a joint venture relationship as co-owners of a single business enterprise for the purpose of making a profit, and as such each of the Defendants operating in this joint venture are jointly and severally liable. Plaintiffs allege that the Defendants operated as a joint venture as alleged above, and combined the following resources to further these efforts:

- a) Property,
- b) Money,
- c) Effects,

- d) Skilled Labor,
- e) Knowledge,

21. The Court often looks to the following elements in determining a joint venture:

- a) Community of interest in the performance of the common purpose,
- b) A joint proprietary interest in the subject matter,
- c) A mutual right to control,
- d) A right to share in the profits, and
- e) Unless there is an agreement to the contrary, a duty to share in any losses which may be sustained.

22. Plaintiffs allege that the evidence shows that Defendants' resources were integrated for a common business purpose and that there is total control from the top down within this single organization. However, many of the details of the complained of single business enterprise and joint venture are concealed within the Defendants' own records and knowledge and, without discovery, cannot at this time, be better described by Plaintiffs.

Concert of Action

23. For concert of action, the Court's generally look to the unity of purpose and design of the various Defendants' operations to determine if Defendants operated as a single business enterprise.

24. All of the common factors of control direction and ownership listed herein, that the court looks at to determine a joint venture or single business enterprise also apply to a concert of action.

25. Many of the details of the complained of concert of action, joint business enterprise, joint venture and alter ego are concealed within the Defendants' own records and knowledge and, without discovery, cannot at this time, be better described by Plaintiffs.

26. Attached to this Plaintiffs' Fourth Amended Complaint are additional facts from Plaintiffs set out as Appendix "A," which are Student Claim Sheets and Appendix "B," which are Parent Claim Sheets. These have been filed under seal with this Court.¹¹

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

¹ See the Student Claim Sheets attached as Appendix "A," and the Parent Claim Sheets attached as Appendix "B."

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. These allegations are against all Defendants except Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth. Defendants 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. These allegations are against all Defendants except Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth. 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.
3. Intentional misrepresentations were repeatedly made by the Defendants to the Plaintiff Parents in order to induce them to place and maintain their children in the Defendants' facilities.

4. Plaintiff parents were lied to by the Defendants and through WWASP promotional and marketing materials which represented the Defendant facilities to be a safe and secure environment, where their children would be well cared for, and provided a good education, medical care, and therapy.

5. Plaintiff parents relied on these representations to theirs and their children's detriment; the children were emotionally and physically harmed by the facilities and the parents were defrauded out of money by paying for what was represented to be quality care, services, and facilities that were never received by their children.

6. Upon information and belief, the Defendants knew when they made these representations to the parents that they were false statements made to induce the parents to place and maintain their children in the Defendant facilities in order to secure the monthly fees that the parents paid.

7. Upon information and belief, the Defendants were aware that the facilities were not safe, the children were being harmed emotionally, physically, medically, educationally, and that the facilities were intentionally underfunded.

8. Upon information and belief, the Defendants were aware that the harm caused to children at these facilities was so grave that legal authorities had stepped in and shut some of them down.

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 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.

E.

**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.

F.

**DEFENDANTS' INTENTIONAL AND NEGLIGENT
INFLECTION 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.

G.

**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 other 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.

H.

**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.

I.

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.

J.

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.

K.

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.

L.

UTAH DECEPTIVE TRADE PRACTICES VIOLATIONS

1. This claim for relief is asserted against each Defendant, except fraud under the Utah Deceptive Trade Practices Act is not alleged against Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth. 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 (with the exception that Defendants World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth are not liable for fraud) 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.

M.

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, except for the following Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth, 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, the 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 the select Defendants are 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 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 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 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 Defendants’ common objectives of maximizing the wealth of the Defendants’ 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. Defendants’ 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 the 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.

N.

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. This claim for relief is asserted against each Defendant, except Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth. 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 (except for the following Defendants World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth), thus suspending the running of limitations as to all claims.

4. Plaintiffs plead fraudulent concealment of facts under Defendants' control (except for the following Defendants World Wide Association of Specialty

Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth) 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, single business enterprise, and joint venture by Defendants, and a conspiracy to conceal negligence, and except as to the following Defendants, World Wide Association of Specialty Schools and Programs, Inc., Cross Creek Center for Boys, LLC, Cross Creek Manor, LLC, Majestic Ranch Academy, Inc., Robert B. Lichfield, Ken Kay and Karr Farnsworth, Plaintiffs also allege conspiracy to commit fraud, 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 statue 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 5th day of June, 2007.

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CERTIFICATE OF SERVICE

A copy of the foregoing document and appendices have been forwarded to all counsel of record as follows:

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A handwritten signature in cursive script that reads "Lori Watson". The signature is written in black ink and is positioned above a horizontal line.

Lori Watson

**APPENDIX
“A”**

**STUDENT
CLAIM
SHEETS**

**ATTACHED TO PLAINTIFFS’
FOURTH AMENDED
COMPLAINT**

(FILED UNDER SEAL)

note: exhibits are with judge alba 6/16/07

**APPENDIX
"B"**

**PARENT
CLAIM
SHEETS**

**ATTACHED TO PLAINTIFFS'
FOURTH AMENDED
COMPLAINT**

(FILED UNDER SEAL)

note: exhibit is with judge alpha 6/6/07