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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

DOE 210, an individual proceeding under a fictitious name; DOE 211, an individual proceeding under a fictitious name; DOE 212, an individual proceeding under a fictitious name; DOE 213, an individual proceeding under a fictitious name; DOE 214, an individual proceeding under a fictitious name; DOE 215, an individual proceeding under a fictitious name; DOE 216, an individual proceeding under a fictitious name; DOE 217, an individual proceeding under a fictitious name; DOE 218, an individual proceeding under a pseudonym; DOE 219, an individual proceeding under a pseudonym; DOE 220, an individual proceeding under a pseudonym; DOE 221, an individual proceeding under a pseudonym; DOE 222, an individual proceeding under a pseudonym; and DOE 223, an individual proceeding under a pseudonym,

Plaintiffs,

v.

MOUNT BACHELOR EDUCATIONAL CENTER, INC., an Oregon corporation; ASPEN EDUCATION GROUP, INC., an inactive foreign corporation; CRC HEALTH OREGON, INC., an Oregon corporation; and CRC HEALTH GROUP, INC., a corporation not registered to do business in Oregon,

Defendants.

Case No. _____

COMPLAINT

(Intentional Infliction of Emotional Distress/ *Respondeat Superior*; Negligent Infliction of Emotional Distress/ *Respondeat Superior*; Battery/ *Respondeat Superior*; Breach of Contract; Negligence)

PRAYER: \$ 23,000,000.00

JURY TRIAL DEMANDED

Not subject to Mandatory Arbitration

INTRODUCTION

1.

This case involves institutionalized physical and psychological child abuse at Mt. Bachelor Academy, a “therapeutic boarding school” for troubled teens that was ordered closed by the State of Oregon Department of Human Services. These Plaintiffs, now all adults, had their

1 already troubled childhoods made worse by systematic physical and psychological abuse that
2 goes far beyond any reasonable notion of “boot camp” or “tough love” schools. Defendants’
3 program was staffed by untrained, often only high-school educated counselors and instructors
4 who attempted to psychologically break down and indoctrinate children in their care, typically by
5 berating them in the harshest of terms and subjecting them to extreme physical conditions and
6 deprivation. Plaintiffs were isolated from their families, allowed only very limited telephone
7 calls every other week, which were monitored by the school’s staff. Parents were instructed not
8 to believe their children if they reported malfeasance or abuse — the children will lie, it is all a
9 part of the treatment process — or so the parents were told by the school’s staff. In fact,
10 Plaintiffs were denied basic medical care, and run through a battery of “Lifestep” group
11 encounters that ran for days at a time with no breaks, where little or no sleep was permitted, very
12 little food provided, and required traumatizing activities, such as making known victims of child
13 sexual abuse act out sexual propositioning and activities on or with other residents as well as
14 adult staff. Discipline consisted of physical punishment akin to a 1950s chain gang, and being
15 sent out into the wilderness with little or no food or supplies, at times alone, often for days.
16 Even minor infractions were met with complete social isolation in which the child was not
17 allowed to speak to or even make eye contact with anyone at the facility, sometimes for more
18 than three weeks at a time. At the same time, this “school” would remove the children from any
19 educational activity during these extended periods of punishment, only allowing Plaintiffs to
20 engage in self-abusing personal examinations while in isolation, and left them without
21 transferable academic credits. The school also frequently refused to provide medical care to the
22 residents injured in the care of Mt. Bachelor Academy. In short, Mt. Bachelor Academy was no
23 school at all, and only made things worse psychologically for these Plaintiffs.

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1 **COMMON ALLEGATIONS**

2 2.

3 Plaintiff Doe 210 is a male Oregon resident born in the year 1985. At all times relevant
4 to this complaint, Plaintiff Doe 210 was an unemancipated minor in the care and custody of
5 some or all of the Defendants through residency at Mount Bachelor Academy located near
6 Prineville, Oregon from approximately July, 2001 through August, 2002. Plaintiff Doe 211 is a
7 male California resident born in the year 1975. At all times relevant to this complaint, Plaintiff
8 Doe 211 was an unemancipated minor in the care and custody of some or all of the Defendants
9 through residency at Mount Bachelor Academy located near Prineville, Oregon, from
10 approximately October of 1991 through December of 1993. Plaintiff Doe 212 is a female South
11 Carolina resident born in the year 1980. At all times relevant to this complaint, Plaintiff Doe 212
12 was an unemancipated minor in the care and custody of some or all of the Defendants through
13 residency at Mount Bachelor Academy formerly located near Prineville, Oregon, and SUWS, a
14 wilderness school owned and operated by some or all Defendants from approximately January,
15 1997 through December, 1998. Plaintiff Doe 213 is a female Hawaii resident born in the year
16 1978. At all times relevant to this complaint, Plaintiff Doe 213 was an unemancipated minor in
17 the care and custody of some or all of the Defendants through residency at Mount Bachelor
18 Academy located near Prineville, Oregon, and Aspen Achievement Academy, a wilderness
19 school subsidiary of CRC Defendants, from approximately June, 1992 to June, 1995. Plaintiff
20 Doe 214 is a male California resident born in the year 1977. At all times relevant to this
21 complaint, Plaintiff Doe 214 was an unemancipated minor in the care and custody of some or all
22 of the Defendants through residency at Mount Bachelor Academy located near Prineville,
23 Oregon from approximately August, 1990 through June, 1993. Plaintiff Doe 215 is a male
24 California resident born in the year 1976. At all times relevant to this complaint, Plaintiff Doe
25 215 was an unemancipated minor in the care and custody of some or all of the Defendants
26 through residency at Mount Bachelor Academy located near Prineville, Oregon, from

1 approximately July of 1997 through December of 1997. Plaintiff Doe 216 is a male Oklahoma
2 resident born in the year 1985. At all times relevant to this complaint, Plaintiff Doe 216 was an
3 unemancipated minor in the care and custody of some or all of the Defendants through residency
4 at Mount Bachelor Academy located near Prineville, Oregon, and SUWS, a wilderness school
5 owned and operated by some or all Defendants, from approximately November 2001 through
6 August, 2002. Plaintiff Doe 217 is a female Oregon resident born in the year 1982. At all times
7 relevant to this complaint, Plaintiff Doe 217 was an unemancipated minor in the care and
8 custody of some or all of the Defendants through residency at Mount Bachelor Academy located
9 near Prineville, Oregon from approximately April, 1999 to January 2001. Plaintiff Doe 218 is a
10 male Minnesota resident born in the year 1983. At all times relevant to this complaint, Plaintiff
11 Doe 218 was an unemancipated minor in the care and custody of some or all of the Defendants
12 through residency at Mount Bachelor Academy located near Prineville, Oregon, from
13 approximately April, 1999 to December, 2000. Plaintiff Doe 219 is a male Oregon resident born
14 in the year 1980. At all times relevant to this complaint, Plaintiff Doe 219 was an
15 unemancipated minor in the care and custody of Defendants at Mount Bachelor Academy located
16 near Prineville, Oregon, and the Academy at Swift River, another therapeutic school owned and
17 operated by some or all Defendants from approximately June, 1996 thru May, 1998. Plaintiff
18 Doe 220 is a female California resident born in 1980. At all times relevant to this complaint,
19 Plaintiff Doe 220 was an unemancipated minor in the care and custody of some or all of the
20 Defendants through residency at Mount Bachelor Academy located near Prineville, Oregon, and
21 SUWS, a wilderness school owned and operated by some or all Defendants, from approximately
22 June, 1995 to January, 1997. Plaintiff Doe 221 is a female Oregon resident born in 1984. At all
23 times relevant to this complaint, Plaintiff Doe 221 was an unemancipated minor in the care and
24 custody of some or all of the Defendants through residency at Mount Bachelor Academy located
25 near Prineville, Oregon, and SUWS, a wilderness school owned and operated by CRC
26 Defendants, from approximately October 2000 to December 2001. Plaintiff Doe 222 is a male

1 Minnesota resident born in the year 1986. At all times relevant to this complaint, Plaintiff Doe
2 222 was an unemancipated minor in the care and custody of some or all of the Defendants
3 through residency at Mount Bachelor Academy located near Prineville, Oregon, and SUWS of
4 the Carolinas, a wilderness school owned and operated by CRC Defendants, from approximately
5 January, 2004 through December, 2004. Plaintiff Doe 223 is a female Oregon resident born in
6 the year 1982. At all times relevant to this complaint, Plaintiff Doe 223 was an unemancipated
7 minor in the care and custody of some or all of the Defendants through residency at Mount
8 Bachelor Academy located near Prineville, Oregon, SUWS, a wilderness school owned and
9 operated by CRC Defendants, Aspen Ranch, a youth work camp owned and operated by CRC
10 Defendants, and Aspen Achievement Academy, a wilderness school owned and operated by
11 CRC Defendants, from approximately May 1998 through March 2000.

12 3.

13 Defendant Mt. Bachelor Educational Center, Inc., (hereinafter “MBEC”), is an Oregon
14 corporation incorporated in 1988 and registered to do business in the State of Oregon. At all
15 times relevant to this complaint, MBEC owned and operated the facility known as “Mt. Bachelor
16 Academy” that boarded, psychologically conditioned, disciplined, and ostensibly educated
17 teenage individuals, including Plaintiffs in this case, and purported to offer therapeutic,
18 educational and residential services to these children. Defendant Aspen Education Group, Inc.
19 (hereinafter “Aspen”), is a California corporation not registered to do business in the State of
20 Oregon formed in 1997. At all times relevant to this complaint, Aspen operated various facilities
21 meant to correct the behavior of teenagers viewed as behaviorally “troubled,” emotionally
22 disturbed, or suffering from addiction or other mental disorders. At all times relevant to this
23 complaint, Aspen was the successor in interest to Defendant MBEC. Defendant Aspen
24 permanently closed Mt. Bachelor Academy in December of 2009. Defendant CRC Health
25 Group, Inc., is a California company not registered to do business in the State of Oregon, but
26 conducts significant and sustained business in Multnomah County, and Defendant CRC Health

1 Oregon, Inc., is an Oregon corporation with several offices or facilities located in Multnomah
2 County, Oregon and elsewhere in the State. Plaintiffs allege that discovery will show that at
3 certain times relevant to this complaint, the collective CRC entities were the owners of,
4 successors in interest to, and/or controlling entities of both Defendant Aspen and MBEC, as well
5 as the successors in interest to the prior owners. All entities will be referred to hereinafter
6 collectively simply as “Defendants.” Mt. Bachelor Academy operated as a “therapeutic” or
7 “emotional growth” boarding school from 1988 until the State of Oregon permanently suspended
8 Mt. Bachelor Academy’s operating license in November of 2009.

9 4.

10 At all times relevant to this complaint, Defendants, through their agents, solicited and
11 accepted teenage individuals for placement at Mt. Bachelor Academy as a “therapeutic boarding
12 school” away from and out of contact with Plaintiffs’ families and friends. At all times relevant
13 to this complaint, Defendants advertised and represented Mt. Bachelor Academy to be a place
14 where parents could send their teenage children with substance abuse, behavioral, motivational,
15 emotional, and discipline problems, as a place where those problems would be remedied by
16 caring professionals. Defendants presented their therapeutic learning model as one that provided
17 academic and emotional growth, as well as being a boarding school that provided a warm and
18 nurturing family atmosphere. In the course of accepting minor residents, including Plaintiffs
19 here, Defendants undertook *in loco parentis* responsibilities for the Plaintiffs, and strictly
20 controlled Plaintiffs’ schedule, activities, and even basic physical movements.

21 5.

22 At all times relevant to this complaint, Defendants employed and empowered a group of
23 adults identified as teachers, instructors, and counselors (or identified by similar titles) ostensibly
24 to provide instruction, education, counseling, moral guidance, addiction recovery, behavioral
25 correction, and physical supervision to minor residents at Mt. Bachelor Academy. This class of
26 employee will be referred to generically throughout this complaint as “counselors.” Defendants

1 empowered these counselors to enforce rules and policies as part of their employment, both those
2 policies established by Defendants and those chosen or developed by the counselors themselves,
3 and enforced them on campus as well as on various off-campus activities. Almost every one of
4 Defendants' counselors had no formal training in psychology, psychiatry, or child development,
5 and in most cases possessed no education beyond high school. These individuals attempted to
6 engage in psychological treatment and behavior modification of the children residing at Mt.
7 Bachelor Academy.

8 6.

9 Defendants knew and intended their counselors' authority to extend to physical restraint,
10 extreme physical and psychological stressing, and cruel emotional manipulation and attacks. Mt.
11 Bachelor Academy's program was one of institutionalized physical and psychological abuse of
12 its minor residents. At all times relevant to this complaint, Defendants knew of, approved of,
13 authorized, ratified, and/or required the use of all of the techniques used by its counselors against
14 Plaintiffs and described below. In engaging in or utilizing these techniques, individual
15 counselors acted in the time and space limits of their agency with Defendants, were motivated at
16 least in part by a desire to serve Defendants, and these actions were of a type that counselors
17 were required to do as part of their employment duties on behalf of Defendants.

18 7.

19 Plaintiffs—all minors at the time—were subjected to physical abuse including but not
20 limited to: exposure to the elements; extreme cold; extreme heat; forced standing; forcible and
21 unnecessary physical restraint; denial of meals; sleep deprivation; light deprivation; sound
22 torture; forced marches; strip searches; ingestion of spoiled or rotting food; forcing the Plaintiffs
23 to beat on inanimate objects until their hands bled; forcing other residents to physically attack or
24 restrain Plaintiffs; denial of restroom use; denial of prescription medication; and extended
25 periods of extreme social isolation (during which the punished party could not look or smile at,
26 or talk to any other residents, and had to eat all meals facing a wall). Many of these forms of

1 abuse were an official, mandatory part of what Defendants called their “Lifestep” events—a
2 series of group encounters sometimes lasting days—during which Plaintiffs were kept in one
3 room, not allowed to sleep, given minimal food, and forced to endure the various sensory
4 tortures, or taken to off campus locations and abandoned or apparently abandoned in dangerous
5 urban environments, including in Portland, Oregon, and numerous wilderness environments.
6 Other abuses were part of official, sanctioned discipline during which Plaintiffs were subjected
7 to extreme forms of punitive labor for no pay, including eight to twelve hour days of such things
8 as digging into the frozen earth, stump removal using hand tools without assistance, construction
9 or dismantling of large rough structures, and moving rocks up and down a hill for no reason only
10 to return the rocks to the original location, with only intermittent five minute breaks and little
11 food during hours of such labor. All of this abusive conduct was central to Defendants’
12 disciplinary and “therapeutic” method, and specifically approved or ratified by all Defendants at
13 the corporate level. While all of the Plaintiffs suffered from all of these abuses to some extent,
14 specific instances of physical abuse suffered by each Plaintiff are described below.

15 8.

16 Plaintiffs—all minors at the time—were subjected to psychological abuse and
17 humiliation, including but not limited to: constant abusive and berating yelling, both by staff and
18 by other residents who were required to verbally attack Plaintiffs as part of the Program; forced
19 isolation from all human interaction for days and sometimes weeks at a time; denigrating sexual
20 insults by staff; forcing Plaintiffs to verbally abuse other residents; humiliating role-playing
21 before peers and staff (which included sexual components); disclosing and re-enacting sexual
22 abuse episodes experienced elsewhere; forced sexual contact with/propositioning of other
23 residents and staff; and isolation from family contacts. All of this abusive conduct was central to
24 Defendants’ disciplinary and “therapeutic” method, conducted both on campus and off campus,
25 and specifically approved or ratified by Defendants. Specific psychological abuses suffered by
26 each Plaintiff are described in Plaintiffs’ respective claims for relief.

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9.

The various forms of abusive conduct and techniques discussed in paragraphs 6 through 8, above, were an official part of Defendants' "Lifestep" program or part of the ordinary and approved discipline of the school. The abusive conduct will hereinafter be generally and collectively referred to as the "Program." Defendants knew that the Program consisted of intentional conduct engaged in by their employees and agents, that this conduct was of the type described above, that Defendants' employees and agents were conducted on Defendants' behalf, and that it resulted in physical and mental injury to residents of Mt. Bachelor Academy, including these Plaintiffs. The Program was unjustified and unregulated, it was psychologically, behaviorally and therapeutically unfounded, and it was objectively cruel to Plaintiffs. The Program was intended/designed to be cruel and psychologically damaging, particularly with regard to the culture under which these children were raised.

10.

Defendants' counselors used their authorized employment duties to inflict the Program on Plaintiffs, and child abuse resulted from administration of the Program. The counselors' administration of the Program was: (1) committed in direct connection and for the purposes of fulfilling the counselors' employment and agency with the Defendants; (2) committed within the time and space limits of their agency as counselors; (3) done initially and at least in part from their desire to serve the interests of Defendants; (4) done directly in the performance of their duties as counselor; (5) consisted generally of actions of a kind and nature which the counselors were required to perform; and (6) done at the direction of, and pursuant to, the power vested in them by the Defendants. Aspects of the Program were performed both on-campus and off-campus.

11.

The abusive conduct described throughout this complaint meets the definition of "child abuse" found in ORS 12.117(2), and Defendants' knowledge and approval of the use of the

1 “Program” by their employees and agents amounts to “knowingly allowing, permitting, or
2 encouraging child abuse” as those terms are used in ORS 12.117. Plaintiffs are all under 40
3 years of age, and pursuant to ORS 12.117(1), their claims are timely filed.

4
5 **FIRST CLAIM FOR RELIEF**
6 By Plaintiff Doe 210 Against All Defendants
7 *Intentional Infliction of Emotional Distress*

8 12.

9 Plaintiff Doe 210 realleges and incorporates by reference paragraphs 1 through 11, above.

10 13.

11 Defendants formed a special relationship with Plaintiff Doe 210 by soliciting him and/or
12 his parents to attend their “therapeutic boarding school,” accepting him as a resident, and closely
13 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
14 Doe 210’s well-being, took charge of every aspect of Plaintiff Doe 210’s life, and eliminated
15 virtually all of Doe 210’s interaction with the outside world. At the same time, Defendants
16 ostensibly were instructing him on his emotional and psychological condition, including his
17 severe eating disorder, assisting him in changing his behavior, and claiming to provide standard
18 educational services. In creating this special relationship, Defendants’ responsibilities towards
19 Plaintiff Doe 210 included a specific duty to avoid the infliction of emotional distress.

20 14.

21 Defendants’ counselors and other agents, using the Program described above knowingly
22 and intentionally caused severe emotional distress to Plaintiff Doe 210 when they physically and
23 psychologically abused him through the Program. Defendants refused to allow Plaintiff Doe 210
24 unmonitored contact with his family, and would end calls or destroy letters if Plaintiff Doe 210
25 attempted to tell his family what was occurring. During the on-campus “Lifestep” group
26 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
210 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,

1 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 210. During
2 off-campus Lifesteps, Plaintiff Doe 210 was exposed to the elements for days in the wilderness,
3 abandoned or apparently abandoned in dangerous areas of Portland, Oregon, and left for the day
4 without money for food in Guadalajara, Mexico. Plaintiff Doe 210 was placed in forced
5 isolation for three weeks, held under a sheet until a panic attack was induced, forced to run
6 outside for hours at night in the dead of winter, and denied adequate food, often for days at a
7 time, causing his eating disorder to resurface. Defendants strip searched Plaintiff upon arrival at
8 Mt. Bachelor Academy and regularly required Plaintiff Doe 210 to submit to being observed and
9 searched while naked and getting dressed. Furthermore, Defendants' staff would engage in
10 inappropriate hugging or touching of Plaintiff 210 while he was partially disrobed or in pajamas.
11 This list of abusive acts is not exclusive.

12 15.

13 Plaintiff Doe 210 did in fact suffer severe emotional distress as a result of this abuse that
14 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
15 the bounds of all socially tolerable conduct.

16 16.

17 Defendants' counselors used the Program described above to intentionally inflict severe
18 emotional distress through the abuse of Plaintiff Doe 210. Defendants' Program was
19 administered by their counselors within the course and scope of the counselors' agency as
20 described in paragraphs 9 and 10, above.

21 17.

22 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 210
23 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
24 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
25 later-arising permanent psychological damage that was distinct in time and logic from what was
26 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 210's non-economic

1 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
2 of trial.

3 18.

4 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 210
5 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
6 medical treatment. Plaintiff Doe 210 has also suffered lost economic opportunity because of the
7 interruption of his studies. Plaintiff Doe 210's economic damages total the approximate amount
8 of \$750,000.00, the exact amount of which will be proven at the time of trial.

9

10 **SECOND CLAIM FOR RELIEF**
11 By Plaintiff Doe 210 Against All Defendants
Negligent Infliction of Emotional Distress

12 19.

13 Plaintiff Doe 210 realleges and incorporates by reference paragraphs 1 through 18, above.

14 20.

15 Defendants, acting within their special relationship, subjected Plaintiff Doe 210 to severe
16 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
17 above. Additionally, as part of the Program, Defendants' counselors would engage in
18 denigrating, cruel, and abusive berating of Plaintiff Doe 210, frequently yelling obscene and
19 demeaning comments at him. Defendants also required Plaintiff Doe 210 to submit to being
20 observed while naked and/or strip searched him, and they abandoned or appeared to abandon him
21 for extended periods in the wilderness or in dangerous parts of Portland, Oregon. Plaintiff Doe
22 210 was further refused medical care after contracting food poisoning until he lost consciousness
23 after laying in his room incapacitated and vomiting for three days. Plaintiff Doe 210, along with
24 all the boys in his group, was required to discuss personal masturbation habits in group session.

25 21.

26 Defendants' administration of the Program was an intentional or reckless disregard of

1 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
2 severe emotional distress. Defendants brutally invaded Plaintiff Doe 210's protected interest in
3 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
4 quality or magnitude to warrant recovery of emotional distress damages. As a result of this,
5 Plaintiff Doe 210 suffered the damages described in paragraphs 17 and 18, above.

6
7 **THIRD CLAIM FOR RELIEF**
8 By Plaintiff Doe 210 Against All Defendants
9 *Battery*

10 22.

11 Plaintiff Doe 210 realleges and incorporates by reference paragraphs 1 through 21, above.

12 23.

13 During the various "Lifestep" group encounters, Defendants controlled the physical
14 conduct of all of the residents and counselors, and directed, coerced, or required both other
15 residents and staff to physically batter Plaintiff Doe 210 as part of the "Lifestep" program or
16 other duties. Other residents were forced under duress to participate by threat of severe
17 punishments if they did not appear to be participating fully in the physical assaults on their peers.

18 24.

19 Specifically, during one "Lifestep," individual residents—including Plaintiff Doe
20 210—were required to rip out of a bedsheet that was forcibly being held down by other residents.
21 While being held under this sheet and trying to rip through it, Plaintiff Doe 210 sustained
22 numerous painful abrasions and fabric burns, was overwhelmed with feelings of extreme
23 claustrophobia and helplessness, and suffered a panic attack.

24 25.

25 Being held under a sheet and being forced to struggle out constituted harmful and
26 offensive touching to which Plaintiff Doe 210 did not and could not consent. At all times
relevant to this complaint, the persons who battered Plaintiff Doe 210 were acting under the

1 forced compulsion or directions of Defendants, and/or the touching occurred in the course of or
2 as a result of individuals' authorized employment duties on behalf of Defendants.

3 26.

4 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 210 suffered
5 the damages described in paragraphs 17 and 18, above.

6
7 **FOURTH CLAIM FOR RELIEF**

8 By Plaintiff Doe 210 Against All Defendants
9 *Breach of Contract — Third Party Donee Beneficiary*

10 27.

11 Plaintiff Doe 210 realleges and incorporates by reference paragraphs 1 through 26, above.

12 28.

13 Defendants created a contract with Plaintiff Doe 210's parents for his direct benefit, and
14 both parties intended that the contract benefit Plaintiff Doe 210. Plaintiff Doe 210's parents
15 intended to make a gift to him of the educational, boarding, and therapeutic services promised in
16 the contract.

17 29.

18 On information and belief, Plaintiff Doe 210 alleges that discovery will show that the
19 terms of the contract—express or implied—included education sufficient to keep him on the
20 same graduation track and curriculum level as his age-group peers who did not attend Mt.
21 Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 210's
22 emotional or psychological conditions, including his eating disorder. No term in the contract
23 disclosed that the methods used at Mt. Bachelor Academy included the deprivation of education
24 services, inhumane living conditions, and severe physical and psychological abuse described
25 above.

26 30.

Defendants breached the express or implied terms of the contract by subjecting Plaintiff

1 Doe 210 to the deprivation of educational services during punishment periods, a lack of
2 transferrable education credits, treatment at the hands of untrained staff, intolerable living
3 conditions, deprival of basic necessities such as food and shelter, and severe physical and
4 psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe
5 210 to lose the benefits that he would have received under the proper performance of the
6 contract.

7 31.

8 As a result of Defendants' breach of the express or implied terms of the contract, third-
9 party donee beneficiary Plaintiff Doe 210 suffered the loss benefits flowing from the contract as
10 set out as part of the economic damages alleged in paragraph 18, above. These contract benefits
11 total an amount to be determined by the jury at trial and include the tuition, room and board paid
12 under the contract.

13
14 **FIFTH CLAIM FOR RELIEF**
15 By Plaintiff Doe 211 Against All Defendants
16 *Intentional Infliction of Emotional Distress*

17 32.

18 Plaintiff Doe 211 realleges and incorporates by reference paragraphs 1 through 11,
19 above.

20 33.

21 Defendants formed a special relationship with Plaintiff Doe 211 by soliciting him and/or
22 his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely
23 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
24 Doe 211's well-being, took charge of every aspect of Plaintiff Doe 211's life, and eliminated
25 virtually all of Doe 211's interaction with the outside world. At the same time, Defendants
26 ostensibly were instructing him on his emotional and psychological condition, assisting him in
changing his behavior, and claiming to provide standard educational services. In creating this

1 special relationship, Defendants' responsibilities towards Plaintiff Doe 211 included a specific
2 duty to avoid the infliction of emotional distress.

3 34.

4 Defendants' counselors and other agents, using the Program described above knowingly
5 and intentionally caused severe emotional distress to Plaintiff Doe 211 when they physically and
6 psychologically abused him through the program. Defendants refused to allow Plaintiff Doe 211
7 unmonitored contact with his family, and would end calls or destroy letters if Plaintiff Doe 211
8 attempted to tell his family what was occurring. During the on-campus "Lifestep" group
9 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
10 211 to endure temperature extremes, meal deprivation, sleep deprivation, as well as denigrating,
11 cruel, and abusive shouting at Plaintiff Doe 211. During off-campus Lifesteps, Plaintiff Doe 211
12 was exposed to the elements for days in the wilderness, and abandoned or apparently abandoned
13 in dangerous areas of Portland, Oregon. In addition, Plaintiff Doe 211 was forced to march
14 outside in the snow for an hour while suffering from a high fever and then throw a violent
15 tantrum until the point of exhaustion, and held down under a sheet twice, inducing seizures both
16 times, and never offered medical care for any of these episodes. Plaintiff Doe 211 was further
17 forced to beat a mattress with a tennis racket until his hands bled, and endured racist epithets
18 from staff attempting to provoke him, all as part of his "therapy." As "punishment," Plaintiff
19 Doe 211 frequently underwent forced isolation for up to three weeks at a time, and Defendants
20 required him to perform extreme manual labor during these periods while not allowing him to
21 attend classes. This list of abusive acts is not exclusive.

22 35.

23 Plaintiff Doe 211 did in fact suffer severe emotional distress as a result of this abuse that
24 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
25 the bounds of all socially tolerable conduct.

26 ///

1 36.

2 Defendants' counselors used the Program described above to intentionally inflict severe
3 emotional distress through the abuse of Plaintiff Doe 211. Defendants' Program was
4 administered by their counselors within the course and scope of the counselors' agency as
5 described in paragraphs 9 and 10, above.

6 37.

7 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 211
8 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
9 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
10 later-arising permanent psychological damage that was distinct in time and logic from what was
11 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 211's non-economic
12 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
13 of trial.

14 38.

15 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 211
16 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
17 medical treatment. Plaintiff Doe 211 has also suffered lost economic opportunity for the
18 interruption of his studies and the loss of family funds for secondary education. Plaintiff Doe
19 211's economic damages total the approximate amount of \$750,000.00, the exact amount of
20 which will be proven at the time of trial.

21
22 **SIXTH CLAIM FOR RELIEF**
23 By Plaintiff Doe 211 Against All Defendants
24 *Negligent Infliction of Emotional Distress*

25 39.

26 Plaintiff Doe 211 realleges and incorporates by reference paragraphs 1 through 11, and 32
through 38, above.

1 40.

2 Defendants, acting within their special relationship, subjected Plaintiff Doe 211 to severe
3 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
4 above. Additionally, as part of the Program, Defendants' counselors would engage in
5 denigrating, cruel, and abusive berating of Plaintiff Doe 211, frequently yelling at him using
6 obscene and demeaning comments. Defendants also required Plaintiff Doe 211 to submit to
7 being observed while naked and/or strip searched him, and they abandoned or appeared to
8 abandon him for extended periods in the wilderness or in dangerous parts of Portland, Oregon.
9 While he was alone in these dangerous areas of Portland, Plaintiff Doe 211 was required to
10 proposition strangers sexually. Defendants further refused medical attention for any of Plaintiff
11 Doe 211's seizures or severe illnesses during his time at Mt. Bachelor Academy, and failed to
12 offer him any medical attention or psychiatric treatment after Plaintiff's suicide attempt induced
13 by the conditions at Mt. Bachelor Academy. Defendants further required Plaintiff Doe 211—a
14 teenage male—on one occasion to sexually proposition an adult male staff member by sitting on
15 the floor in front of the man, placing his feet on the man's knees, and say, "This leg is Christmas,
16 this leg is New Years, why don't you come and see me between the holidays."

17 41.

18 Defendants' administration of the Program was an intentional or reckless disregard of
19 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
20 severe emotional distress. Defendants brutally invaded Plaintiff Doe 211's protected interest in
21 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
22 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
23 abuse, Plaintiff Doe 211 suffered the damages described in paragraphs 37 and 38, above.

24 ///

25 ///

26 ///

1 under a sheet and being forced to struggle out, constituted harmful and offensive touching to
2 which Plaintiff Doe 211 did not and could not consent as a matter of law. At all times relevant to
3 this complaint, the persons who battered Plaintiff Doe 211 were acting under the forced
4 compulsion or directions of Defendants, and/or the touching occurred in the course of or as a
5 result of individuals' authorized employment duties on behalf of Defendants.

6 46.

7 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 211 suffered
8 the damages described in paragraphs 37 and 38, above.

9
10 **EIGHTH CLAIM FOR RELIEF**

11 By Plaintiff Doe 211 Against All Defendants
12 *Breach of Contract — Third Party Donee Beneficiary*

13 47.

14 Plaintiff Doe 211 realleges and incorporates by reference paragraphs 1 through 11, and 32
15 through 46, above.

16 48.

17 Defendants created a contract with Plaintiff Doe 211's parents for his direct benefit, and
18 both parties intended that the contract benefit Plaintiff Doe 211. Plaintiff Doe 211's parents
19 intended to make a gift to him of the educational, boarding, and therapeutic services promised in
20 the contract.

21 49.

22 On information and belief, Plaintiff Doe 211 alleges that discovery will show that the
23 terms of the contract—express or implied—included education sufficient to keep him on the
24 same graduation track and curriculum level as her age-group peers who did not attend Mt.
25 Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 211's
26 emotional or psychological conditions. No term in the contract disclosed that the methods used
at Mt. Bachelor Academy included the deprivation of education services, inhumane living

1 conditions, and severe physical and psychological abuse described above.

2 50.

3 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
4 Doe 211 to the deprivation of educational services during punishment periods, a lack of
5 transferrable education credits, intolerable living conditions, and severe physical and
6 psychological abuse described above. Defendants’ breach of this contract caused Plaintiff Doe
7 211 to lose the benefits that he would have received under the proper performance of the
8 contract.

9 51.

10 As a result of Defendants’ breach of the express or implied terms of the contract, third-
11 party donee beneficiary Plaintiff Doe 211 suffered the loss benefits flowing from the contract as
12 set out as part of the economic damages alleged in paragraph 38, above. These contract benefits
13 total an amount to be determined by the jury at trial and include the tuition, room and board paid
14 under the contract, as well as any costs associated with completing his education after leaving
15 Mt. Bachelor Academy.

16

17 **NINTH CLAIM FOR RELIEF**
18 By Plaintiff Doe 212 Against All Defendants
19 *Intentional Infliction of Emotional Distress*

20 52.

21 Plaintiff Doe 212 realleges and incorporates by reference paragraphs 1 through 11, above.

22 53.

23 Defendants formed a special relationship with Plaintiff Doe 212 by soliciting her and/or
24 her parents to attend their “therapeutic boarding school,” accepting her as a resident, and closely
25 governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
26 Doe 212’s well-being, took charge of every aspect of Plaintiff Doe 212’s life, and eliminated
virtually all of Doe 212’s interaction with the outside world. At the same time, Defendants

1 ostensibly were instructing her on her emotional and psychological condition, assisting her in
2 changing her behavior, and claiming to provide standard educational services. In creating this
3 special relationship, Defendants’ responsibilities towards Plaintiff Doe 212 included a specific
4 duty to avoid the infliction of emotional distress. Defendants also independently developed this
5 type of relationship with Plaintiff Doe 212 through her enrollment as SUWS Wilderness School
6 in Idaho, another subsidiary of some or all of the Defendants. Plaintiff Doe 212 was enrolled at
7 SUWS for over three weeks prior to being transferred to Mt. Bachelor Academy.

8 54.

9 Defendants’ counselors and other agents, using the Program described above knowingly
10 and intentionally caused severe emotional distress to Plaintiff Doe 212 when they physically and
11 psychologically abused her through the Program. Defendants refused to allow Plaintiff Doe 212
12 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 212
13 attempted to tell her family what was occurring. During the on-campus “Lifestep” group
14 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
15 212 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
16 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 212. During
17 off-campus Lifesteps, Plaintiff Doe 212 was exposed to the elements for days in the wilderness,
18 and abandoned or apparently abandoned in dangerous areas of Portland, Oregon. In addition,
19 Plaintiff Doe 212—a teenage girl—was forced to dress and dance provocatively in front of her
20 peer group and staff for extended periods, forced to perform difficult manual labor such as
21 digging up boulders in silence as collective punishment for days on end, and forced to complete
22 these tasks in freezing temperatures in the middle of the night without lights on at least one
23 occasion. Plaintiff Doe 212 was frequently punished for refusing to insult, yell at, berate, or
24 curse at another resident. This list of abusive acts is not exclusive.

25 55.

26 Plaintiff Doe 212 did in fact suffer severe emotional distress as a result of this abuse that

1 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
2 the bounds of all socially tolerable conduct.

3 56.

4 Defendants' counselors used the Program described above to intentionally inflict severe
5 emotional distress through the abuse of Plaintiff Doe 212. Defendants' Program was
6 administered by their counselors within the course and scope of the counselors' agency as
7 described in paragraphs 9 and 10, above.

8 57.

9 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 212
10 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
11 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
12 later-arising permanent psychological damage that was distinct in time and logic from what was
13 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 212's non-economic
14 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
15 of trial.

16 58.

17 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 212
18 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
19 medical treatment. Plaintiff Doe 212 has also suffered lost economic opportunity for the
20 interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe
21 212's economic damages total the approximate amount of \$500,000.00, the exact amount of
22 which will be proven at the time of trial.

23 ///

24 ///

25 ///

26 ///

1 through 61, above.

2 63.

3 During the various “Lifestep” group encounters, Defendants controlled the physical
4 conduct of all of the residents and counselors, and directed, coerced, or required both other
5 residents and staff to physically batter Plaintiff Doe 212 as part of the “Lifestep” program or
6 other duties. Other residents were forced under duress to take part in these batteries by threat of
7 severe punishments if they did not appear to be participating fully in the physical assaults on
8 their peers.

9 64.

10 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
11 212—were required to “break into” a circle of other residents by running at the circle at high
12 speed and physically fighting to gain entry while those in the circle linked arms and fought under
13 the orders of Defendants to prevent entry. In the course of this activity, both the “defending”
14 residents and those who were trying to break in sustained significant physical injuries. In another
15 “Lifestep,” Defendants ordered Plaintiff Doe 212 to rip out of a bedsheet that was forcibly being
16 held down by other residents. While being held under this sheet and trying to rip through it,
17 Plaintiff Doe 212 sustained numerous painful abrasions and fabric burns as well as feelings of
18 extreme claustrophobia and helplessness.

19 65.

20 The “breaking into” the circle and defending it from other residents, as well as being held
21 under a sheet and being forced to struggle out, constituted harmful and offensive touching to
22 which Plaintiff Doe 212 did not and could not consent. At all times relevant to this complaint,
23 the persons who battered Plaintiff Doe 212 were acting under the forced compulsion or
24 directions of Defendants, and/or the touching occurred in the course of or as a result of
25 individuals’ authorized employment duties on behalf of Defendants.

26

1 66.

2 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 212 suffered
3 the damages described in paragraphs 57 and 58, above.

4
5 **TWELFTH CLAIM FOR RELIEF**
6 By Plaintiff Doe 212 Against All Defendants
7 *Breach of Contract — Third Party Donee Beneficiary*

8 67.

9 Plaintiff Doe 212 realleges and incorporates by reference paragraphs 1 through 11, and 52
10 through 66, above.

11 68.

12 Defendants created a contract with Plaintiff Doe 212's parents for her direct benefit, and
13 both parties intended that the contract benefit Plaintiff Doe 212. Plaintiff Doe 212's parents
14 intended to make a gift to her of the educational, boarding, and therapeutic services promised in
15 the contract.

16 69.

17 On information and belief, Plaintiff Doe 212 alleges that discovery will show that the
18 terms of the contract—express or implied—included education sufficient to keep her on the same
19 graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor
20 Academy, humane living conditions, and treatment for any of Plaintiff Doe 212's emotional or
21 psychological conditions. No term in the contract disclosed that the methods used at Mt.
22 Bachelor Academy included the deprivation of education services, inhumane living conditions,
23 and severe physical and psychological abuse described above.

24 70.

25 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
26 Doe 212 to the deprivation of educational services during punishment periods, a lack of
transferrable education credits, intolerable living conditions, and severe physical and

1 psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe
2 212 to lose the benefits that she would have received under the proper performance of the
3 contract.

4 71.

5 As a result of Defendants' breach of the express or implied terms of the contract, third-
6 party donee beneficiary Plaintiff Doe 212 suffered the loss benefits flowing from the contract as
7 set out as part of the economic damages alleged in paragraph 58, above. These contract benefits
8 total an amount to be determined by the jury at trial and include the tuition, room and board paid
9 under the contract, as well as any costs associated with completing her education after leaving
10 Mt. Bachelor Academy.

11
12 **THIRTEENTH CLAIM FOR RELIEF**
13 **By Plaintiff Doe 213 Against All Defendants**
Intentional Infliction of Emotional Distress

14 72.

15 Plaintiff Doe 213 realleges and incorporates by reference paragraphs 1 through 11, above.

16 73.

17 Defendants formed a special relationship with Plaintiff Doe 213 by soliciting her and/or
18 her parents to attend their "therapeutic boarding school," accepting her as a resident, and closely
19 governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
20 Doe 213's well-being, took charge of every aspect of Plaintiff Doe 213's life, and eliminated
21 virtually all of Doe 213's interaction with the outside world. At the same time, Defendants
22 ostensibly were instructing her on her emotional and psychological condition, assisting her in
23 changing her behavior, and claiming to provide standard educational services. In creating this
24 special relationship, Defendants' responsibilities towards Plaintiff Doe 213 included a specific
25 duty to avoid the infliction of emotional distress. Defendants also independently developed this
26 type of relationship with Plaintiff Doe 213 through her enrollment at Aspen Achievement

1 Academy, a wilderness school subsidiary of Defendants located in Utah.

2 74.

3 Defendants' counselors and other agents, using the Program described above knowingly
4 and intentionally caused severe emotional distress to Plaintiff Doe 213 when they physically and
5 psychologically abused her through the Program. Defendants refused to allow Plaintiff Doe 213
6 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 213
7 attempted to tell her family what was occurring. During the on-campus "Lifestep" group
8 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
9 213 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
10 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 213. During
11 off-campus Lifesteps, Plaintiff Doe 213 was exposed to the elements for days in the wilderness,
12 and abandoned or apparently abandoned in dangerous areas of Portland, Oregon. In addition,
13 Plaintiff Doe 213 was forced to beat pillows until her hands bled, and forced to chop wood until
14 her hands were bloody. This list of abusive acts is not exclusive.

15 75.

16 Plaintiff Doe 213 did in fact suffer severe emotional distress as a result of this abuse that
17 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
18 the bounds of all socially tolerable conduct.

19 76.

20 Defendants' counselors used the Program described above to intentionally inflict severe
21 emotional distress through the abuse of Plaintiff Doe 213. Defendants' Program was
22 administered by their counselors within the course and scope of the counselors' agency as
23 described in paragraphs 9 and 10, above.

24 77.

25 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 213
26 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe

1 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
2 later-arising permanent psychological damage that was distinct in time and logic from what was
3 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 213's non-economic
4 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
5 of trial.

6 78.

7 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 213
8 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
9 medical treatment. Plaintiff Doe 213 has also suffered lost economic opportunity for the
10 interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe
11 213's economic damages total the approximate amount of \$750,000.00, the exact amount of
12 which will be proven at the time of trial.

13

14 **FOURTEENTH CLAIM FOR RELIEF**
15 By Plaintiff Doe 213 Against All Defendants
16 *Negligent Infliction of Emotional Distress*

17 79.

18 Plaintiff Doe 213 realleges and incorporates by reference paragraphs 1 through 11, and 72
19 through 78, above.

20 80.

21 Defendants, acting within their special relationship, subjected Plaintiff Doe 213 to severe
22 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
23 above. Additionally, as part of the Program, Defendants' counselors would engage in
24 denigrating, cruel, and abusive berating of Plaintiff Doe 213, frequently yelling at her that she
25 was worthless, a liar, a "slut," and unworthy of love. Defendants also required Plaintiff Doe 213
26 to submit to being observed while naked and/or strip searched her, and they abandoned or
appeared to abandon her for extended periods in the wilderness or in dangerous parts of Portland,

1 Oregon.

2 81.

3 Defendants' administration of the Program was an intentional or reckless disregard of
4 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
5 severe emotional distress. Defendants brutally invaded Plaintiff Doe 213's protected interest in
6 her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
7 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
8 abuse, Plaintiff Doe 213 suffered the damages described in paragraphs 77 and 78, above.

9

10 **FIFTEENTH CLAIM FOR RELIEF**
11 By Plaintiff Doe 213 Against All Defendants
12 *Battery*

12 82.

13 Plaintiff Doe 213 realleges and incorporates by reference paragraphs 1 through 11, and 72
14 through 81, above.

15 83.

16 During the various "Lifestep" group encounters, Defendants controlled the physical
17 conduct of all of the residents and counselors, and directed, coerced, or required both other
18 residents and staff to physically batter Plaintiff Doe 213 as part of the "Lifestep" program or
19 other duties. Other residents were forced under duress to take part in these batteries by threat of
20 severe punishments if they did not appear to be participating fully in the physical assaults on
21 their peers.

22 84.

23 Specifically, during one "Lifestep," individual residents—including Plaintiff Doe
24 213—were required to "break into" a circle of other residents by running at the circle at high
25 speed and physically fighting to gain entry while those in the circle linked arms and fought under
26 the orders of Defendants to prevent entry. In the course of this activity, both the "defending"

1 residents and those who were trying to break in sustained significant physical injuries. In another
2 “Lifestep,” Defendants ordered Plaintiff Doe 213 to rip out of a bedsheet that was forcibly being
3 held down by other residents. While being held under this sheet and trying to rip through it,
4 Plaintiff Doe 213 sustained numerous painful abrasions and fabric burns as well as feelings of
5 extreme claustrophobia and helplessness.

6 85.

7 The “breaking into” the circle and defending it from other residents, as well as being held
8 under a sheet and being forced to struggle out, constituted harmful and offensive touching to
9 which Plaintiff Doe 213 did not and could not consent. At all times relevant to this complaint,
10 the persons who battered Plaintiff Doe 213 were acting under the forced compulsion or
11 directions of Defendants, and/or the touching occurred in the course of or as a result of
12 individuals’ authorized employment duties on behalf of Defendants.

13 86.

14 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 213 suffered
15 the damages described in paragraphs 77 and 78, above.

16
17 **SIXTEENTH CLAIM FOR RELIEF**
18 By Plaintiff Doe 213 Against All Defendants
19 *Breach of Contract — Third Party Donee Beneficiary*

20 87.

21 Plaintiff Doe 213 realleges and incorporates by reference paragraphs 1 through 11, and 72
22 through 86, above.

23 88.

24 Defendants created a contract with Plaintiff Doe 213’s parents for her direct benefit, and
25 both parties intended that the contract benefit Plaintiff Doe 213. Plaintiff Doe 213’s parents
26 intended to make a gift to her of the educational, boarding, and therapeutic services promised in
the contract.

1 89.

2 On information and belief, Plaintiff Doe 213 alleges that discovery will show that the
3 terms of the contract—express or implied—included education sufficient to keep her on the same
4 graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor
5 Academy, humane living conditions, and treatment for any of Plaintiff Doe 213’s emotional or
6 psychological conditions. No term in the contract disclosed that the methods used at Mt.
7 Bachelor Academy included the deprivation of education services, inhumane living conditions,
8 and severe physical and psychological abuse described above.

9 90.

10 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
11 Doe 213 to the deprivation of educational services during punishment periods, a lack of
12 transferrable education credits, intolerable living conditions, and severe physical and
13 psychological abuse described above. Defendants’ breach of this contract caused Plaintiff Doe
14 213 to lose the benefits that she would have received under the proper performance of the
15 contract.

16 91.

17 As a result of Defendants’ breach of the express or implied terms of the contract, third-
18 party donee beneficiary Plaintiff Doe 213 suffered the loss benefits flowing from the contract as
19 set out as part of the economic damages alleged in paragraph 78, above. These contract benefits
20 total an amount to be determined by the jury at trial and include the tuition, room and board paid
21 under the contract, as well as any costs associated with completing her education after leaving
22 Mt. Bachelor Academy.

23 ///

24 ///

25 ///

26 ///

1 **SEVENTEENTH CLAIM FOR RELIEF**
2 By Plaintiff Doe 214 Against All Defendants
3 *Intentional Infliction of Emotional Distress*

4 92.

5 Plaintiff Doe 214 realleges and incorporates by reference paragraphs 1 through 11, above.

6 93.

7 Defendants formed a special relationship with Plaintiff Doe 214 by soliciting him and/or
8 his parents to attend their “therapeutic boarding school,” accepting him as a resident, and closely
9 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
10 Doe 214’s well-being, took charge of every aspect of Plaintiff Doe 214’s life, and eliminated
11 virtually all of Doe 214’s interaction with the outside world. At the same time, Defendants
12 ostensibly were instructing him on his emotional and psychological condition, assisting him in
13 changing his behavior, and claiming to provide standard educational services. In creating this
14 special relationship, Defendants’ responsibilities towards Plaintiff Doe 214 included a specific
15 duty to avoid the infliction of emotional distress.

16 94.

17 Defendants’ counselors and other agents, using the Program described above knowingly
18 and intentionally caused severe emotional distress to Plaintiff Doe 214 when they physically and
19 psychologically abused him through the program. Defendants also refused to allow Plaintiff Doe
20 214 unmonitored contact with his family, and would end calls or destroy letters if Plaintiff Doe
21 214 attempted to tell his family what was occurring. During the on-campus “Lifestep” group
22 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
23 214 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
24 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 214. During
25 off-campus Lifesteps, Plaintiff Doe 214 was exposed to the elements for days in the wilderness,
26 and abandoned or apparently abandoned in dangerous areas of Portland, Oregon. In addition,
Plaintiff Doe 214 was forced to take Ritalin without any monitoring from medical professionals,

1 required to strip to his speedos and perform lap dances to staff and peers, and had his long hair
2 cut off for falling asleep during a group session. Plaintiff Doe 214 failed to receive proper
3 medical care when he accidentally inhaled a tack and it went into his lungs: instead of calling an
4 ambulance, Defendants' staff waited 45 minutes for one of the campus vehicles to return before
5 he 50 minute drive to the hospital in Bend, Oregon. Plaintiff Doe 214 was involved in a vehicle
6 accident in which the Mt. Bachelor Academy van was hit broadside; Plaintiff Doe 214 was
7 denied medication after the initial hospital visit and continues to have problems with the injured
8 areas. This list of abusive acts is not exclusive.

9 95.

10 Plaintiff Doe 214 did in fact suffer severe emotional distress as a result of this abuse that
11 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
12 the bounds of all socially tolerable conduct.

13 96.

14 Defendants' counselors used the Program described above to intentionally inflict severe
15 emotional distress through the abuse of Plaintiff Doe 214. Defendants' Program was
16 administered by their counselors within the course and scope of the counselors' agency as
17 described in paragraphs 9 and 10, above.

18 97.

19 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 214
20 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
21 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
22 later-arising permanent psychological damage that was distinct in time and logic from what was
23 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 214's non-economic
24 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
25 of trial.

26 ///

1 98.

2 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 214
3 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
4 medical treatment. Plaintiff Doe 214 has also suffered lost economic opportunity for the
5 interruption of his studies. Plaintiff Doe 214's economic damages total the approximate amount
6 of \$750,000.00, the exact amount of which will be proven at the time of trial.

7
8 **EIGHTEENTH CLAIM FOR RELIEF**
9 By Plaintiff Doe 214 Against All Defendants
10 *Negligent Infliction of Emotional Distress*

11 99.

12 Plaintiff Doe 214 realleges and incorporates by reference paragraphs 1 through 11, and 92
13 through 98, above.

14 100.

15 Defendants, acting within their special relationship, subjected Plaintiff Doe 214 to severe
16 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
17 above. Additionally, as part of the Program, Defendants' counselors would engage in
18 denigrating, cruel, and abusive berating of Plaintiff Doe 214, frequently yelling at him, mocking
19 him harshly and requiring other residents do so, and yelling at him that he was worthless.
20 Defendants also required Plaintiff Doe 214 to submit to being observed while naked and/or strip
21 searched him, and they abandoned or appeared to abandon him for extended periods in the
22 wilderness or in dangerous parts of Portland, Oregon. Defendants also failed to provide Plaintiff
23 214 with prompt and needed medical services when he was injured in their care.

24 101.

25 Defendants' administration of the Program was an intentional or reckless disregard of
26 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
severe emotional distress. Defendants brutally invaded Plaintiff Doe 214's protected interest in

1 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
2 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
3 abuse, Plaintiff Doe 214 suffered the damages described in paragraphs 97 and 98, above.

4
5 **NINETEENTH CLAIM FOR RELIEF**
6 By Plaintiff Doe 214 Against All Defendants
7 *Battery*

8 102.

9 Plaintiff Doe 214 realleges and incorporates by reference paragraphs 1 through 11, and 92
10 through 101, above.

11 103.

12 During the various “Lifestep” group encounters, Defendants controlled the physical
13 conduct of all of the residents and counselors, and directed, coerced, or required both other
14 residents and staff to physically batter Plaintiff Doe 214 as part of the “Lifestep” program or
15 other duties. Other residents were forced under duress to participate by threat of severe
16 punishments if they did not appear to be participating fully in the physical assaults on their peers.

17 104.

18 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
19 214—were required to “break into” a circle of other residents by running at the circle at high
20 speed and physically fighting to gain entry while those in the circle linked arms and fought under
21 the orders of Defendants to prevent entry. In the course of this activity, both the “defending”
22 residents and those who were trying to break in sustained significant physical injuries. Plaintiff
23 Doe 214 suffered injuries both as the individual breaking in and as one of the members of the
24 circle. In another “Lifestep,” Defendants ordered Plaintiff Doe 214 to rip out of a bedsheet that
25 was forcibly being held down by other residents. While being held under this sheet and trying to
26 rip through it, Plaintiff Doe 214 sustained numerous painful abrasions and fabric burns as well as
feelings of extreme claustrophobia and helplessness. Further, Plaintiff Doe 214’s hair was cut

1 off without his awareness or consent while he slept from exhaustion.

2 105.

3 The “breaking into” the circle and defending it from other residents, as well as being held
4 under a sheet and being forced to struggle out, constituted harmful and offensive touching to
5 which Plaintiff Doe 214 did not and could not consent. At all times relevant to this complaint,
6 the persons who battered Plaintiff Doe 214 were acting under the forced compulsion or
7 directions of Defendants, and/or the touching occurred in the course of or as a result of
8 individuals’ authorized employment duties on behalf of Defendants.

9 106.

10 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 214 suffered
11 the damages described in paragraphs 97 and 98, above.

12

13 **TWENTIETH CLAIM FOR RELIEF**
14 By Plaintiff Doe 214 Against All Defendants
15 *Breach of Contract — Third Party Donee Beneficiary*

16 107.

17 Plaintiff Doe 214 realleges and incorporates by reference paragraphs 1 through 11, and 92
18 through 106, above.

19 108.

20 Defendants created a contract with Plaintiff Doe 214’s parents for his direct benefit, and
21 both parties intended that the contract benefit Plaintiff Doe 214. Plaintiff Doe 214’s parents
22 intended to make a gift to him of the educational, boarding, and therapeutic services promised in
23 the contract.

24 109.

25 On information and belief, Plaintiff Doe 214 alleges that discovery will show that the
26 terms of the contract—express or implied—included education sufficient to keep him on the
same graduation track and curriculum level as his age-group peers who did not attend Mt.

1 Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 214's
2 emotional or psychological conditions. No term in the contract disclosed that the methods used
3 at Mt. Bachelor Academy included the deprivation of education services, inhumane living
4 conditions, and severe physical and psychological abuse described above.

5 110.

6 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
7 Doe 214 to the deprivation of educational services during punishment periods, a lack of
8 transferrable education credits, intolerable living conditions, and severe physical and
9 psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe
10 214 to lose the benefits that he would have received under the proper performance of the
11 contract.

12 111.

13 As a result of Defendants' breach of the express or implied terms of the contract, third-
14 party donee beneficiary Plaintiff Doe 214 suffered the loss benefits flowing from the contract as
15 set out as part of the economic damages alleged in paragraph 98, above. These contract benefits
16 total an amount to be determined by the jury at trial and include the tuition, room and board paid
17 under the contract, as well as any costs associated with completing his education after leaving
18 Mt. Bachelor Academy.

19

20 **TWENTY-FIRST CLAIM FOR RELIEF**
21 By Plaintiff Doe 215 Against All Defendants
Intentional Infliction of Emotional Distress

22 112.

23 Plaintiff Doe 215 realleges and incorporates by reference paragraphs 1 through 11, above.

24 113.

25 Defendants formed a special relationship with Plaintiff Doe 215 by soliciting him and/or
26 his mother to attend their "therapeutic boarding school," accepting him as a resident, and closely

1 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
2 Doe 215's well-being, took charge of every aspect of Plaintiff Doe 215's life, and eliminated
3 virtually all of Doe 215's interaction with the outside world. At the same time, Defendants
4 ostensibly were instructing him on his emotional and psychological condition, assisting him in
5 changing his behavior, and claiming to provide standard educational services. In creating this
6 special relationship, Defendants' responsibilities towards Plaintiff Doe 215 included a specific
7 duty to avoid the infliction of emotional distress.

8 114.

9 Defendants' counselors and other agents, using the Program described above knowingly
10 and intentionally caused severe emotional distress to Plaintiff Doe 215 when they physically and
11 psychologically abused him through the program. Defendants refused to allow Plaintiff Doe 215
12 unmonitored contact with his family, and would end calls or destroy letters if Plaintiff Doe 215
13 attempted to tell his family what was occurring. During the on-campus "Lifestep" group
14 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
15 215 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
16 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 215. During
17 his near-constant punishments, Plaintiff Doe 215 was exposed to the elements for days on end
18 while performing often pointless, but extremely strenuous and painful physical labor, including
19 three weeks of being forced to remain outdoors for 10 hours in the below freezing Central
20 Oregon winter chopping at ice. In addition, Plaintiff Doe 215 was forbidden from interaction
21 with anyone at the school—he could not look at, talk to or touch anyone, and no one could
22 interact with him—for much of Plaintiff Doe 215's time at Mt. Bachelor Academy. Defendants
23 refused to treat or monitor Plaintiff Doe 215's diagnosed mental health conditions, and these
24 conditions worsened as a result. This list of abusive acts is not exclusive.

25 115.

26 Plaintiff Doe 215 did in fact suffer severe emotional distress as a result of this abuse that

1 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
2 the bounds of all socially tolerable conduct.

3 116.

4 Defendants' counselors used the Program described above to intentionally inflict severe
5 emotional distress through the abuse of Plaintiff Doe 215. Defendants' Program was
6 administered by their counselors within the course and scope of the counselors' agency as
7 described in paragraphs 9 and 10, above.

8 117.

9 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 215
10 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
11 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
12 later-arising permanent psychological damage that was distinct in time and logic from what was
13 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 215's non-economic
14 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
15 of trial.

16 118.

17 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 215
18 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
19 medical treatment. Plaintiff Doe 215 has also suffered lost economic opportunity for the
20 interruption of his studies and the loss of family funds for secondary education. Plaintiff Doe
21 215's economic damages total the approximate amount of \$500,000.00, the exact amount of
22 which will be proven at the time of trial.

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1 **TWENTY-SECOND CLAIM FOR RELIEF**
2 By Plaintiff Doe 215 Against All Defendants
3 *Negligent Infliction of Emotional Distress*

4 119.

5 Plaintiff Doe 215 realleges and incorporates by reference paragraphs 1 through 11, and
6 112 through 118, above.

7 120.

8 Defendants, acting within their special relationship, subjected Plaintiff Doe 215 to severe
9 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
10 above. Additionally, as part of the Program, Defendants' counselors would engage in
11 denigrating, cruel, and abusive berating of Plaintiff Doe 215, frequently yelling at him with
12 obscene and demeaning comments, mocking him harshly and requiring other residents do so, and
13 yelling at him that he was worthless. Defendants also required Plaintiff Doe 215 to submit to
14 being observed while naked and/or strip searched him, and they forced him to stay outside for
15 extended periods performing physical labor for weeks on end in wet and/or freezing weather.
16 Defendants' staff intentionally alienated Plaintiff Doe 215 from his peers by engaging in
17 collective punishment when Plaintiff Doe 215 would run away to escape the mistreatment he was
18 suffering.

19 121.

20 Defendants' administration of the Program was an intentional or reckless disregard of
21 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
22 severe emotional distress. Defendants brutally invaded Plaintiff Doe 215's protected interest in
23 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
24 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
25 abuse, Plaintiff Doe 215 suffered the damages described in paragraphs 117 and 118, above.

26 ///

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1 **TWENTY-THIRD CLAIM FOR RELIEF**
2 By Plaintiff Doe 215 Against All Defendants
3 *Battery*

4 122.

5 Plaintiff Doe 215 realleges and incorporates by reference paragraphs 1 through 11, and
6 112 through 121, above.

7 123.

8 Defendants controlled the physical conduct of all of the counselors and other employees,
9 and directed, coerced, or required both other residents and staff to physically batter Plaintiff Doe
10 215 as part of the “Lifestep” program or other duties. Other residents were forced under duress
11 to participate by threat of severe punishments if they did not appear to be participating fully in
12 the physical assaults on their peers.

13 124.

14 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
15 215—were required to “break into” a circle of other residents by running at the circle at high
16 speed and physically fighting to gain entry while those in the circle linked arms and fought under
17 the orders of Defendants to prevent entry. In the course of this activity, both the “defending”
18 residents and those who were trying to break in sustained significant physical injuries. Plaintiff
19 Doe 215 suffered injuries both as the individual breaking in and as one of the members of the
20 circle. Doe 215 also suffered battery by Defendants’ agents in the course of a runaway attempt,
21 where the Mt. Bachelor Academy staff bodily threw Plaintiff Doe 215 into a vehicle when they
22 found him attempting to free himself from the abusive situation at Mt. Bachelor Academy.
23 Similarly, Defendants dragged Plaintiff Doe 215 out of bed, threw him into a chair, and forced
24 him to the headmistress’ office after another such runaway attempt.

25 125.

26 The “breaking into” the circle and defending it from other residents, as well as being
manhandled for trying to free himself from Defendants’ abuse, all constituted harmful and

1 offensive touching to which Plaintiff Doe 215 did not and could not consent as a matter of law.
2 At all times relevant to this complaint, the persons who battered Plaintiff Doe 215 were acting
3 under the forced compulsion or directions of Defendants, and/or the touching occurred in the
4 course of or as a result of individuals' authorized employment duties on behalf of Defendants.

5 126.

6 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 215 suffered
7 the damages described in paragraphs 117 and 118, above.

8
9 **TWENTY-FOURTH CLAIM FOR RELIEF**
10 By Plaintiff Doe 215 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

11 127.

12 Plaintiff Doe 215 realleges and incorporates by reference paragraphs 1 through 11, and
13 112 through 126, above.

14 128.

15 Defendants created a contract with Plaintiff Doe 215's parents for his direct benefit, and
16 both parties intended that the contract benefit Plaintiff Doe 215. Plaintiff Doe 215's parents
17 intended to make a gift to him of the educational, boarding, and therapeutic services promised in
18 the contract.

19 129.

20 On information and belief, Plaintiff Doe 215 alleges that discovery will show that the
21 terms of the contract—express or implied—included education sufficient to keep him on the
22 same graduation track and curriculum level as his age-group peers who did not attend Mt.
23 Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 215's
24 emotional or psychological conditions. No term in the contract disclosed that the methods used
25 at Mt. Bachelor Academy included the deprivation of education services, inhumane living
26 conditions, and severe physical and psychological abuse described above.

1 130.

2 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
3 Doe 215 to the deprivation of educational services during punishment periods, a lack of
4 transferrable education credits, intolerable living conditions, and severe physical and
5 psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe
6 215 to lose the benefits that he would have received under the proper performance of the
7 contract.

8 131.

9 As a result of Defendants' breach of the express or implied terms of the contract, third-
10 party donee beneficiary Plaintiff Doe 215 suffered the loss benefits flowing from the contract as
11 set out as part of the economic damages alleged in paragraph 118, above. These contract benefits
12 total an amount to be determined by the jury at trial and include the tuition, room and board paid
13 under the contract, as well as any costs associated with completing his education after leaving
14 Mt. Bachelor Academy.

15
16 **TWENTY-FIFTH CLAIM FOR RELIEF**
17 By Plaintiff Doe 216 Against All Defendants
Intentional Infliction of Emotional Distress

18 132.

19 Plaintiff Doe 216 realleges and incorporates by reference paragraphs 1 through 11, above.

20 133.

21 Defendants formed a special relationship with Plaintiff Doe 216 by soliciting him and/or
22 his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely
23 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
24 Doe 216's well-being, took charge of every aspect of Plaintiff Doe 216's life, and eliminated
25 virtually all of Doe 216's interaction with the outside world. At the same time, Defendants
26 ostensibly were instructing him on his emotional and psychological condition, assisting him in

1 changing his behavior, and claiming to provide standard educational services. In creating this
2 special relationship, Defendants' responsibilities towards Plaintiff Doe 216 included a specific
3 duty to avoid the infliction of emotional distress. Defendants also independently developed this
4 type of relationship with Plaintiff Doe 216 through his enrollment at SUWS Wilderness School
5 in Idaho, another subsidiary of Defendants.

6 134.

7 Defendants' counselors and other agents, using the Program described above knowingly
8 and intentionally caused severe emotional distress to Plaintiff Doe 216 when they physically and
9 psychologically abused him through the program. Defendants also refused to allow Plaintiff Doe
10 216 unmonitored contact with his family, and would end calls or destroy letters if Plaintiff Doe
11 216 attempted to tell his family what was occurring. During the on-campus "Lifestep" group
12 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
13 216 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
14 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 216. During
15 off-campus Lifesteps, Plaintiff Doe 216 was exposed to the elements for days in the wilderness,
16 and abandoned or apparently abandoned in dangerous areas of Portland, Oregon. In addition,
17 Plaintiff Doe 216 was forced to engage in 10 to 12 hour days of often pointless physical labor as
18 punishment for several weeks at a time. Plaintiff Doe 216 was also deprived of his prescription
19 medication as punishment. During the Portland part of one Lifestep, Plaintiff Doe 216 was
20 completely abandoned in dangerous areas of downtown Portland for, by his reckoning, at least
21 two hours, with only a few hours' sleep over the preceding three days, and having been given
22 very little food during that time. This list of abusive acts is not exclusive.

23 135.

24 Plaintiff Doe 216 did in fact suffer severe emotional distress as a result of this abuse that
25 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
26 the bounds of all socially tolerable conduct.

1 136.

2 Defendants' counselors used the Program described above to intentionally inflict severe
3 emotional distress through the abuse of Plaintiff Doe 216. Defendants' Program was
4 administered by their counselors within the course and scope of the counselors' agency as
5 described in paragraphs 9 and 10, above.

6 137.

7 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 216
8 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
9 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
10 later-arising permanent psychological damage that was distinct in time and logic from what was
11 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 216's non-economic
12 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
13 of trial.

14 138.

15 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 216
16 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
17 medical treatment. Plaintiff Doe 216 has also suffered lost economic opportunity for the
18 interruption of his studies. Plaintiff Doe 216's economic damages total the approximate amount
19 of \$500,000.00, the exact amount of which will be proven at the time of trial.

20
21 **TWENTY-SIXTH CLAIM FOR RELIEF**
22 By Plaintiff Doe 216 Against All Defendants
Negligent Infliction of Emotional Distress

23 139.

24 Plaintiff Doe 216 realleges and incorporates by reference paragraphs 1 through 11, and
25 132 through 138, above.

26 ///

1 140.

2 Defendants, acting within their special relationship, subjected Plaintiff Doe 216 to severe
3 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
4 above. Additionally, as part of the Program, Defendants’ counselors would engage in
5 denigrating, cruel, and abusive berating of Plaintiff Doe 216, frequently yelling at him, mocking
6 him harshly and requiring other residents do so, and yelling at him that he was worthless.
7 Defendants also required Plaintiff Doe 216 to submit to being observed while naked and/or strip
8 searched him, and they abandoned or appeared to abandon him for extended periods in the
9 wilderness or in dangerous parts of Portland, Oregon.

10 141.

11 Defendants’ administration of the Program was an intentional or reckless disregard of
12 Plaintiff’s feelings while in this responsible relationship, and this disregard caused Plaintiff
13 severe emotional distress. Defendants brutally invaded Plaintiff Doe 216’s protected interest in
14 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
15 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
16 abuse, Plaintiff 216 suffered the damages described in paragraphs 137 and 138, above.

17
18 **TWENTY-SEVENTH CLAIM FOR RELIEF**
19 By Plaintiff Doe 216 Against All Defendants
Battery

20 142.

21 Plaintiff Doe 216 realleges and incorporates by reference paragraphs 1 through 11, and
22 132 through 141, above.

23 143.

24 During the various “Lifestep” group encounters, Defendants controlled the physical
25 conduct of all of the residents and counselors, and directed, coerced, or required both other
26 residents and staff to physically batter Plaintiff Doe 216 as part of the “Lifestep” program or

1 other duties. Other residents were forced under duress to participate by threat of severe
2 punishments if they did not appear to be participating fully in the physical assaults on their peers.

3 144.

4 Specifically, during one “Lifestep,” Defendants ordered Plaintiff Doe 216 to rip out of a
5 bedsheet that was forcibly being held down by other residents. While being held under this sheet
6 and trying to rip through it, Plaintiff Doe 216 sustained numerous painful abrasions and fabric
7 burns as well as feelings of extreme claustrophobia and helplessness.

8 145.

9 Being held under a sheet and being forced to struggle out constituted harmful and
10 offensive touching to which Plaintiff Doe 216 did not and could not consent. At all times
11 relevant to this complaint, the persons who battered Plaintiff Doe 216 were acting under the
12 forced compulsion or directions of Defendants, and/or the touching occurred in the course of or
13 as a result of individuals’ authorized employment duties on behalf of Defendants.

14 146.

15 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 216 suffered
16 the damages described in paragraphs 137 and 138, above.

17
18 **TWENTY-EIGHTH CLAIM FOR RELIEF**
19 By Plaintiff Doe 216 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

20 147.

21 Plaintiff Doe 216 realleges and incorporates by reference paragraphs 1 through 11, and
22 132 through 146, above.

23 148.

24 Defendants created a contract with Plaintiff Doe 216’s parents or solely his father for his
25 direct benefit, and both parties intended that the contract benefit Plaintiff Doe 216. Plaintiff Doe
26 216’s parents or solely his father intended to make a gift to him of the educational, boarding, and

1 therapeutic services promised in the contract.

2 149.

3 On information and belief, Plaintiff Doe 216 alleges that discovery will show that the
4 terms of the contract—express or implied—included education sufficient to keep him on the
5 same graduation track and curriculum level as his age-group peers who did not attend Mt.
6 Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 216’s
7 emotional or psychological conditions. No term in the contract disclosed that the methods used
8 at Mt. Bachelor Academy included the deprivation of education services, inhumane living
9 conditions, and severe physical and psychological abuse described above.

10 150.

11 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
12 Doe 216 to the deprivation of educational services during punishment periods, a lack of
13 transferrable education credits, intolerable living conditions, and severe physical and
14 psychological abuse described above. Defendants’ breach of this contract caused Plaintiff Doe
15 216 to lose the benefits that he would have received under the proper performance of the
16 contract.

17 151.

18 As a result of Defendants’ breach of the express or implied terms of the contract, third-
19 party donee beneficiary Plaintiff Doe 216 suffered the loss benefits flowing from the contract as
20 set out as part of the economic damages alleged in paragraph 138, above. These contract benefits
21 total an amount to be determined by the jury at trial and include the tuition, room and board paid
22 under the contract, as well as any costs associated with completing his education after leaving
23 Mt. Bachelor Academy.

24 ///

25 ///

26 ///

1 **TWENTY-NINTH CLAIM FOR RELIEF**
2 By Plaintiff Doe 217 Against All Defendants
3 *Intentional Infliction of Emotional Distress*

4 152.

5 Plaintiff Doe 217 realleges and incorporates by reference paragraphs 1 through 11, above.

6 153.

7 Defendants formed a special relationship with Plaintiff Doe 217 by soliciting her and/or
8 her parents to attend their “therapeutic boarding school,” accepting her as a resident, and closely
9 governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
10 Doe 217’s well-being, took charge of every aspect of Plaintiff Doe 217’s life, and eliminated
11 virtually all of Doe 217’s interaction with the outside world. At the same time, Defendants
12 ostensibly were instructing her on her emotional and psychological condition, assisting her in
13 changing her behavior, and claiming to provide standard educational services. In creating this
14 special relationship, Defendants’ responsibilities towards Plaintiff Doe 217 included a specific
15 duty to avoid the infliction of emotional distress.

16 154.

17 Defendants’ counselors and other agents, using the Program described above knowingly
18 and intentionally caused severe emotional distress to Plaintiff Doe 217 when they physically and
19 psychologically abused her through the Program. Defendants refused to allow Plaintiff Doe 217
20 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 217
21 attempted to tell her family what was occurring. During the on-campus “Lifestep” group
22 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
23 217 to endure temperature extremes, meal deprivation, and sleep deprivation, as well as
24 denigrating, cruel, and abusive shouting at Plaintiff Doe 217. During off-campus Lifesteps,
25 Plaintiff Doe 217 was abandoned or apparently abandoned in dangerous areas of Portland,
26 Oregon. In addition, Plaintiff Doe 217—as a teenage girl—was forced to dress in a bathing suit
that was too small for her and high heels, requiring Plaintiff Doe 217 to parade around in front of

1 her peers and adult counselors (male and female). This list of abusive acts is not exclusive.

2 155.

3 Plaintiff Doe 217 did in fact suffer severe emotional distress as a result of this abuse that
4 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
5 the bounds of all socially tolerable conduct.

6 156.

7 Defendants' counselors used the Program described above to intentionally inflict severe
8 emotional distress through the abuse of Plaintiff Doe 217. Defendants' Program was
9 administered by their counselors within the course and scope of the counselors' agency as
10 described in paragraphs 9 and 10, above.

11 157.

12 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 217
13 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
14 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
15 later-arising permanent psychological damage that was distinct in time and logic from what was
16 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 217's non-economic
17 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
18 of trial.

19 158.

20 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 217
21 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
22 medical treatment. Plaintiff Doe 217 has also suffered lost economic opportunity for the
23 interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe
24 217's economic damages total the approximate amount of \$500,000.00, the exact amount of
25 which will be proven at the time of trial.

26 ///

1 **THIRTIETH CLAIM FOR RELIEF**
2 By Plaintiff Doe 217 Against All Defendants
3 *Negligent Infliction of Emotional Distress*

4 159.

5 Plaintiff Doe 217 realleges and incorporates by reference paragraphs 1 through 11, and
6 152 through 158, above.

7 160.

8 Defendants, acting within their special relationship, subjected Plaintiff Doe 217 to severe
9 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
10 above. Additionally, as part of the Program, Defendants’ counselors would engage in
11 denigrating, cruel, and abusive berating of Plaintiff Doe 217, frequently yelling at her that she
12 was worthless, a liar, a “bitch,” and unworthy of love. Defendants also required Plaintiff Doe
13 217 to submit to being observed while naked and/or strip searched her, and they abandoned or
14 appeared to abandon her for extended periods in the wilderness or in dangerous parts of Portland,
15 Oregon.

16 161.

17 Defendants’ administration of the Program was an intentional or reckless disregard of
18 Plaintiff’s feelings while in this responsible relationship, and this disregard caused Plaintiff
19 severe emotional distress. Defendants brutally invaded Plaintiff Doe 217’s protected interest in
20 her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
21 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
22 abuse, Plaintiff Doe 217 suffered the damages described in paragraphs 157 and 158, above.

23 **THIRTY-FIRST CLAIM FOR RELIEF**
24 By Plaintiff Doe 217 Against All Defendants
25 *Battery*

26 162.

 Plaintiff Doe 217 realleges and incorporates by reference paragraphs 1 through 11, and

1 152 through 161, above.

2 163.

3 During the various “Lifestep” group encounters, Defendants controlled the physical
4 conduct of all of the residents and counselors, and directed, coerced, or required both other
5 residents and staff to physically batter Plaintiff Doe 217 as part of the “Lifestep” program or
6 other duties. Other residents were forced under duress to take part in these batteries by threat of
7 severe punishments if they did not appear to be participating fully in the physical assaults on
8 their peers.

9 164.

10 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
11 217—were required to “break into” a circle of other residents by running at the circle at high
12 speed and physically fighting to gain entry while those in the circle linked arms and fought under
13 the orders of Defendants to prevent entry. In the course of this activity, both the “defending”
14 residents and those who were trying to break in sustained significant physical injuries.

15 165.

16 The “breaking into” the circle and defending it from other residents constituted harmful
17 and offensive touching to which Plaintiff Doe 217 did not and could not consent. At all times
18 relevant to this complaint, the persons who battered Plaintiff Doe 217 were acting under the
19 forced compulsion or directions of Defendants, and/or the touching occurred in the course of or
20 as a result of individuals’ authorized employment duties on behalf of Defendants.

21 166.

22 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 217 suffered
23 the damages described in paragraphs 157 and 158, above.

24 ///

25 ///

26 ///

1 **THIRTY-SECOND CLAIM FOR RELIEF**
2 By Plaintiff Doe 217 Against All Defendants
3 *Breach of Contract — Third Party Donee Beneficiary*

4 167.

5 Plaintiff Doe 217 realleges and incorporates by reference paragraphs 1 through 11, and
6 152 through 166, above.

7 168.

8 Defendants created a contract with Plaintiff Doe 217’s parents for her direct benefit, and
9 both parties intended that the contract benefit Plaintiff Doe 217. Plaintiff Doe 217’s parents
10 intended to make a gift to her of the educational, boarding, and therapeutic services promised in
11 the contract.

12 169.

13 On information and belief, Plaintiff Doe 217 alleges that discovery will show that the
14 terms of the contract—express or implied—included education sufficient to keep her on the same
15 graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor
16 Academy, humane living conditions, and treatment for any of Plaintiff Doe 217’s emotional or
17 psychological conditions. No term in the contract disclosed that the methods used at Mt.
18 Bachelor Academy included the deprivation of education services, inhumane living conditions,
19 and severe physical and psychological abuse described above.

20 170.

21 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
22 Doe 217 to the deprivation of educational services during punishment periods, a lack of
23 transferrable education credits, intolerable living conditions, and severe physical and
24 psychological abuse described above. Defendants’ breach of this contract caused Plaintiff Doe
25 217 to lose the benefits that she would have received under the proper performance of the
26 contract.

26 ///

1 171.

2 As a result of Defendants' breach of the express or implied terms of the contract, third-
3 party donee beneficiary Plaintiff Doe 217 suffered the loss benefits flowing from the contract as
4 set out as part of the economic damages alleged in paragraph 158, above. These contract benefits
5 total an amount to be determined by the jury at trial and include the tuition, room and board paid
6 under the contract, as well as any costs associated with completing her education after leaving
7 Mt. Bachelor Academy.

8
9 **THIRTY-THIRD CLAIM FOR RELIEF**
10 By Plaintiff Doe 218 Against All Defendants
Intentional Infliction of Emotional Distress

11 172.

12 Plaintiff Doe 218 realleges and incorporates by reference paragraphs 1 through 11, above.

13 173.

14 Defendants formed a special relationship with Plaintiff Doe 218 by soliciting him and/or
15 his mother to attend their "therapeutic boarding school," accepting him as a resident, and closely
16 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
17 Doe 218's well-being, took charge of every aspect of Plaintiff Doe 218's life, and eliminated
18 virtually all of Doe 218's interaction with the outside world. At the same time, Defendants
19 ostensibly were instructing him on his emotional and psychological condition, assisting him in
20 changing his behavior, and claiming to provide standard educational services. In creating this
21 special relationship, Defendants' responsibilities towards Plaintiff Doe 218 included a specific
22 duty to avoid the infliction of emotional distress.

23 174.

24 Defendants' counselors and other agents, using the Program described above knowingly
25 and intentionally caused severe emotional distress to Plaintiff Doe 218 when they physically and
26 psychologically abused him through the program. Defendants also refused to allow Plaintiff Doe

1 218 unmonitored contact with his family and close friends. During the on-campus “Lifestep”
2 group encounters (some lasting for several days without interruption), Defendants forced
3 Plaintiff Doe 218 to endure temperature extremes, meal deprivation, sleep deprivation, denial of
4 restroom use, and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe
5 218. During off-campus Lifesteps, Plaintiff Doe 218 was exposed to the elements for days in the
6 wilderness, and abandoned or apparently abandoned in dangerous areas of Portland, Oregon,
7 Ecuador, Paris, France, and Bucharest, Romania. In addition, Plaintiff Doe 218 was forced to
8 reveal to staff and peers that he had been sexually abused as a small child, but nonetheless was
9 regularly subjected to being strip searched after any unmonitored time away from the school.
10 Plaintiff Doe 218 was also forced to disclose his masturbation habits in group sessions with his
11 peers and counselors, despite Defendants knowing of sexual abuse he had suffered. As
12 discipline and/or “fitness,” Plaintiff Doe 218 was forced to run laps around the Mt. Bachelor
13 Academy campus with a severe bronchial infection, in temperatures in the low 20s, to the point
14 of vomiting. After vomiting, Plaintiff Doe 218 was forced to continue exercising using
15 calisthenics until he vomited again. In the course of a particular Lifestep, Defendants forced
16 Plaintiff Doe 218 and his peers to stay awake until 2:00 am or 3:00 am on several nights in a row
17 watching graphically violent movies during which they were not allowed to look away or close
18 their eyes, and then required the residents to wake up at 6:00 am for more of such “exercise.”
19 This list of abusive acts is not exclusive.

20 175.

21 Plaintiff Doe 218 did in fact suffer severe emotional distress as a result of this abuse that
22 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
23 the bounds of all socially tolerable conduct.

24 176.

25 Defendants’ counselors used the Program described above to intentionally inflict severe
26 emotional distress through the abuse of Plaintiff Doe 218. Defendants’ Program was

1 administered by their counselors within the course and scope of the counselors' agency as
2 described in paragraphs 9 and 10, above.

3 177.

4 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 218
5 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
6 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
7 later-arising permanent psychological damage that was distinct in time and logic from what was
8 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 218's non-economic
9 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
10 of trial.

11 178.

12 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 218
13 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
14 medical treatment. Plaintiff Doe 218 has also suffered lost economic opportunity for the
15 interruption of his studies. Plaintiff Doe 218's economic damages total the approximate amount
16 of \$500,000.00, the exact amount of which will be proven at the time of trial.

17
18 **THIRTY-FOURTH CLAIM FOR RELIEF**
19 By Plaintiff Doe 218 Against All Defendants
Negligent Infliction of Emotional Distress

20 179.

21 Plaintiff Doe 218 realleges and incorporates by reference paragraphs 1 through 11, and
22 172 through 178, above.

23 180.

24 Defendants, acting within their special relationship, subjected Plaintiff Doe 218 to severe
25 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
26 above. Additionally, as part of the Program, Defendants' counselors would engage in

1 denigrating, cruel, and abusive berating of Plaintiff Doe 218, frequently yelling at him, mocking
2 him harshly and requiring other residents do so, and yelling at him that he was worthless.
3 Defendants also required Plaintiff Doe 218 to submit to being observed while naked and/or strip
4 searched him, and they abandoned or appeared to abandon him for extended periods in the
5 wilderness or in dangerous parts of Portland, Oregon. Defendants further allowed Plaintiff Doe
6 218 to be continually bullied, threatened with violence by his peers, and ignored any attempt by
7 Plaintiff Doe 218 to report this ongoing harassment. In fact, Plaintiff Doe 218 was punished
8 when he would react to defend himself from this constant bullying. Despite knowing that
9 Plaintiff Doe 218 had been abused as a small child, Defendants required Plaintiff 218 to share his
10 dormitory room with an over-18 confessed child molester and then a younger resident sent to Mt.
11 Bachelor Academy for molesting his sister, causing Plaintiff Doe 218 severe emotional upset.

12 181.

13 Defendants' administration of the Program was an intentional or reckless disregard of
14 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
15 severe emotional distress. Defendants brutally invaded Plaintiff Doe 218's protected interest in
16 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
17 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
18 abuse, Plaintiff 218 suffered the damages described in paragraphs 177 and 178, above.

19
20 **THIRTY-FIFTH CLAIM FOR RELIEF**
21 **By Plaintiff Doe 218 Against All Defendants**
Battery

22 182.

23 Plaintiff Doe 218 realleges and incorporates by reference paragraphs 1 through 11, and
24 172 through 181, above.

25 183.

26 During the various "Lifestep" group encounters, Defendants controlled the physical

1 conduct of all of the residents and counselors, and directed, coerced, or required both other
2 residents and staff to physically batter Plaintiff Doe 218 as part of the “Lifestep” program or
3 other duties. Other residents were forced under duress to participate by threat of severe
4 punishments if they did not appear to be participating fully in the physical assaults on their peers.

5 184.

6 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
7 218—were required to “break into” a circle of other residents by running at the circle at high
8 speed and physically fighting to gain entry while those in the circle linked arms and fought under
9 the orders of Defendants to prevent entry. In the course of this activity, both the “defending”
10 residents and those who were trying to break in sustained significant physical injuries. Plaintiff
11 Doe 218 suffered injuries both as the individual breaking in and as one of the members of the
12 circle. During the Lifestep in which residents were forced to throw a childish temper tantrum,
13 Plaintiff Doe 218 was kicked in the head extremely hard, but was denied any medical attention.

14 185.

15 The “breaking into” the circle and defending it from other residents, and also being
16 kicked in the head, constituted harmful and offensive touching to which Plaintiff Doe 218 did
17 not and could not consent. At all times relevant to this complaint, the persons who battered
18 Plaintiff Doe 218 were acting under the forced compulsion or directions of Defendants, and/or
19 the touching occurred in the course of or as a result of individuals’ authorized employment duties
20 on behalf of Defendants.

21 186.

22 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 218 suffered
23 the damages described in paragraphs 177 and 178, above.

24 ///

25 ///

26 ///

1 191.

2 As a result of Defendants' breach of the express or implied terms of the contract, third-
3 party donee beneficiary Plaintiff Doe 218 suffered the loss benefits flowing from the contract as
4 set out as part of the economic damages alleged in paragraph 178, above. These contract benefits
5 total an amount to be determined by the jury at trial and include the tuition, room and board paid
6 under the contract, as well as any costs associated with completing his education after leaving
7 Mt. Bachelor Academy.

8
9 **THIRTY-SEVENTH CLAIM FOR RELIEF**
10 By Plaintiff Doe 219 Against All Defendants
Intentional Infliction of Emotional Distress

11 192.

12 Plaintiff Doe 219 realleges and incorporates by reference paragraphs 1 through 11, above.

13 193.

14 Defendants formed a special relationship with Plaintiff Doe 219 by soliciting him and/or
15 his parents to attend their "therapeutic boarding school," accepting him as a resident, and closely
16 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
17 Doe 219's well-being, took charge of every aspect of Plaintiff Doe 219's life, and eliminated
18 virtually all of Doe 219's interaction with the outside world. At the same time, Defendants
19 ostensibly were instructing him on his emotional and psychological condition, assisting him in
20 changing his behavior, and claiming to provide standard educational services. Defendants also
21 independently developed this type of relationship with Plaintiff Doe 219 through his enrollment
22 at the Academy at Swift River, another subsidiary of Defendants. In creating this special
23 relationship, Defendants' responsibilities towards Plaintiff Doe 219 included a specific duty to
24 avoid the infliction of emotional distress.

25 194.

26 Defendants' counselors and other agents, using the Program described above knowingly

1 and intentionally caused severe emotional distress to Plaintiff Doe 219 when they physically and
2 psychologically abused him through the Program. Defendants refused to allow Plaintiff Doe 219
3 unmonitored contact with his family, and would end calls or destroy letters if Plaintiff Doe 219
4 attempted to tell his family what was occurring. During the on-campus “Lifestep” group
5 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
6 219 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
7 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 219. During
8 off-campus Lifesteps, Plaintiff Doe 219 was exposed to the elements for days in the wilderness,
9 and abandoned or apparently abandoned in dangerous areas of Portland, Oregon. While at Mt.
10 Bachelor Academy, Plaintiff Doe 219 was sent into the wilderness approximately two miles
11 outside of the campus and checked on only once by staff during the day and twice a day
12 (morning and night) by friends bringing him food and supplies. Plaintiff Doe 219 lived like this
13 for two weeks. Plaintiff Doe 219 was forced to beat a mattress with a tennis racket until his
14 hands bled, and forced to act in rage, though he felt none. Plaintiff Doe 219 was placen on
15 forced isolation numerous times, for up to 10 days at a time. This list of abusive acts is not
16 exclusive.

17 195.

18 Plaintiff Doe 219 did in fact suffer severe emotional distress as a result of this abuse that
19 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
20 the bounds of all socially tolerable conduct.

21 196.

22 Defendants’ counselors used the Program described above to intentionally inflict severe
23 emotional distress through the abuse of Plaintiff Doe 219. Defendants’ Program was
24 administered by their counselors within the course and scope of the counselors’ agency as
25 described in paragraphs 9 and 10, above.

26 ///

1 197.

2 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 219
3 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
4 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
5 later-arising permanent psychological damage that was distinct in time and logic from what was
6 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 219's non-economic
7 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
8 of trial.

9 198.

10 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 219
11 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
12 medical treatment. Plaintiff has also suffered lost economic opportunity for the interruption of
13 his studies. Plaintiff Doe 219's economic damages total the approximate amount of
14 \$500,000.00, the exact amount of which will be proven at the time of trial.

15
16 **THIRTY-EIGHTH CLAIM FOR RELIEF**
17 By Plaintiff Doe 219 Against All Defendants
18 *Negligent Infliction of Emotional Distress*

19 199.

20 Plaintiff Doe 219 realleges and incorporates by reference paragraphs 1 through 11, and
21 192 through 198, above.

22 200.

23 Defendants, acting within their special relationship, subjected Plaintiff Doe 219 to severe
24 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
25 above. Additionally, as part of the Program, Defendants' counselors would engage in
26 denigrating, cruel, and abusive berating of Plaintiff Doe 219, frequently yelling obscene and
demeaning comments at him. Defendants also required Plaintiff Doe 219 to submit to being

1 observed while naked and/or strip searched him, and they abandoned or appeared to abandon him
2 for extended periods in the wilderness or in dangerous parts of Portland, Oregon. Defendants
3 also refused to speak to a resident and close friend of Plaintiff Doe 219's, who was despondent,
4 turning him away when he was asking for help, and the resident then committed suicide on the
5 grounds of Mt. Bachelor Academy. Several days after he went missing, the boy was found
6 hanging high in a tree behind the dormitories. The suicide of his friend brought about by the
7 callous indifference of Defendants caused Plaintiff Doe 219 and others in a special relationship
8 with Defendants extreme emotional upset and suffering.

9 201.

10 Defendants' administration of the Program was an intentional or reckless disregard of
11 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
12 severe emotional distress. Defendants brutally invaded Plaintiff Doe 219's protected interest in
13 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
14 quality or magnitude to warrant recovery of emotional distress damages. As a result of this,
15 Plaintiff Doe 219 suffered the damages described in paragraphs 197 and 198, above.

16
17 **THIRTY-NINTH CLAIM FOR RELIEF**
18 By Plaintiff Doe 219 Against All Defendants
19 *Battery*

20 202.

21 Plaintiff Doe 219 realleges and incorporates by reference paragraphs 1 through 11, and
22 192 through 201, above.

23 203.

24 During the various "Lifestep" group encounters, Defendants controlled the physical
25 conduct of all of the residents and counselors, and directed, coerced, or required both other
26 residents and staff to physically batter Plaintiff Doe 219 as part of the "Lifestep" program or
other duties. Other residents were forced under duress to participate by threat of severe

1 punishments if they did not appear to be participating fully in the physical assaults on their peers.

2 204.

3 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
4 219—were required to “break into” a circle of other residents by running at the circle at high
5 speed and physically fighting to gain entry while those in the circle linked arms and fought under
6 the orders of Defendants to prevent entry. In the course of this activity, both the “defending”
7 residents and those who were trying to break in sustained significant physical injuries. Plaintiff
8 Doe 219 suffered injuries both as the individual breaking in and as one of the members of the
9 circle. In another “Lifestep,” Defendants ordered Plaintiff Doe 219 to rip out of a bedsheet that
10 was forcibly being held down by other residents. While being held under these sheets and trying
11 to rip through them, Plaintiff Doe 219 sustained numerous painful abrasions and fabric burns as
12 well as feelings of extreme claustrophobia and helplessness.

13 205.

14 The “breaking into” the circle and defending it from other residents, as well as being held
15 under a sheet and being forced to struggle out, constituted harmful and offensive touching to
16 which Plaintiff Doe 219 did not and could not consent. At all times relevant to this complaint,
17 the persons who battered Plaintiff Doe 219 were acting under the forced compulsion or
18 directions of Defendants, and/or the touching occurred in the course of or as a result of
19 individuals’ authorized employment duties on behalf of Defendants.

20 206.

21 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 219 suffered
22 the damages described in paragraphs 197 and 198, above.

23 ///

24 ///

25 ///

26 ///

1 **FORTIETH CLAIM FOR RELIEF**
2 By Plaintiff Doe 219 Against All Defendants
3 *Breach of Contract — Third Party Donee Beneficiary*

4 207.

5 Plaintiff Doe 219 realleges and incorporates by reference paragraphs 1 through 11, and
6 192 through 206, above.

7 208.

8 Defendants created a contract with Plaintiff Doe 219's parents for his direct benefit, and
9 both parties intended that the contract benefit Plaintiff Doe 219. Plaintiff Doe 219's parents
10 intended to make a gift to him of the educational, boarding, and therapeutic services promised in
11 the contract.

12 209.

13 On information and belief, Plaintiff Doe 219 alleges that discovery will show that the
14 terms of the contract—express or implied—included education sufficient to keep him on the
15 same graduation track and curriculum level as his age-group peers who did not attend Mt.
16 Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 219's
17 emotional or psychological conditions. No term in the contract disclosed that the methods used
18 at Mt. Bachelor Academy included the deprivation of education services, inhumane living
19 conditions, and severe physical and psychological abuse described above.

20 210.

21 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
22 Doe 219 to the deprivation of educational services during punishment periods, a lack of
23 transferrable education credits, treatment at the hands of untrained staff, intolerable living
24 conditions, deprival of basic necessities such as food and shelter, and severe physical and
25 psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe
26 219 to lose the benefits that he would have received under the proper performance of the
contract.

1 211.

2 As a result of Defendants' breach of the express or implied terms of the contract, third-
3 party donee beneficiary Plaintiff Doe 219 suffered the loss benefits flowing from the contract as
4 set out as part of the economic damages alleged in paragraph 198, above. These contract benefits
5 total an amount to be determined by the jury at trial and include the tuition, room and board paid
6 under the contract.

7
8 **FORTY-FIRST CLAIM FOR RELIEF**
9 By Plaintiff Doe 220 Against All Defendants
Intentional Infliction of Emotional Distress

10 212.

11 Plaintiff Doe 220 realleges and incorporates by reference paragraphs 1 through 11, above.

12 213.

13 Defendants formed a special relationship with Plaintiff Doe 220 by soliciting her and/or
14 her mother to attend their "therapeutic boarding school," accepting her as a resident, and closely
15 governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
16 Doe 220's well-being, took charge of every aspect of Plaintiff Doe 220's life, and eliminated
17 virtually all of Doe 220's interaction with the outside world. At the same time, Defendants
18 ostensibly were instructing her on her emotional and psychological condition, assisting her in
19 changing her behavior, and claiming to provide standard educational services. Defendants also
20 independently developed this type of relationship with Plaintiff Doe 220 through her enrollment
21 at SUWS Wilderness School in Idaho, another subsidiary of Defendants. In creating this special
22 relationship, Defendants' responsibilities towards Plaintiff Doe 220 included a specific duty to
23 avoid the infliction of emotional distress.

24 214.

25 Defendants' counselors and other agents, using the Program described above knowingly
26 and intentionally caused severe emotional distress to Plaintiff Doe 220 when they physically and

1 psychologically abused her through the program. Defendants also refused to allow Plaintiff Doe
2 220 unmonitored contact with her family. During the on-campus “Lifestep” group encounters
3 (some lasting for several days without interruption), Defendants forced Plaintiff Doe 220 to
4 endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use, and
5 rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 220. During off-
6 campus Lifesteps, Plaintiff Doe 220 was exposed to the elements for days in the wilderness. In
7 addition, Plaintiff Doe 220 was forced to break through a bedsheet, pulling muscles and breaking
8 blood vessels in her head and neck, and beat on a mattress with a tennis racket until her hands
9 were bloody. Plaintiff Doe 220 went on several outdoor school excursions, and she was exposed
10 to the elements to the point of frostbite on at least one occasion. During another of these trips in
11 the wilderness with MBA staff and residents, Plaintiff Doe 220 was photographed naked.
12 Because Plaintiff Doe 220 frequently attempted to escape from this abuse by running away from
13 Mt. Bachelor Academy, she was placed on forced isolation for several extended periods at Mt.
14 Bachelor Academy. This list of abuses is not exclusive.

15 215.

16 Plaintiff Doe 220 did in fact suffer severe emotional distress as a result of this abuse that
17 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
18 the bounds of all socially tolerable conduct.

19 216.

20 Defendants’ counselors used the Program described above to intentionally inflict severe
21 emotional distress through the abuse of Plaintiff Doe 220. Defendants’ Program was
22 administered by their counselors within the course and scope of the counselors’ agency as
23 described in paragraphs 9 and 10, above.

24 217.

25 As a result of Defendants’ intentional infliction of emotional distress, Plaintiff Doe 220
26 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe

1 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
2 later-arising permanent psychological damage that was distinct in time and logic from what was
3 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 220's non-economic
4 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
5 of trial.

6 218.

7 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 220
8 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
9 medical treatment. Plaintiff Doe 220 has also suffered lost economic opportunity for the
10 interruption of his studies. Plaintiff Doe 220's economic damages total the approximate amount
11 of \$500,000.00, the exact amount of which will be proven at the time of trial.

12

13 **FORTY-SECOND CLAIM FOR RELIEF**
14 By Plaintiff Doe 220 Against All Defendants
Negligent Infliction of Emotional Distress

15 219.

16 Plaintiff Doe 220 realleges and incorporates by reference paragraphs 1 through 11, and
17 212 through 218, above.

18 220.

19 Defendants, acting within their special relationship, subjected Plaintiff Doe 220 to severe
20 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
21 above. Additionally, as part of the Program, Defendants' counselors would engage in
22 denigrating, cruel, and abusive berating of Plaintiff Doe 220, frequently yelling at her, mocking
23 her harshly and requiring other residents do so, and yelling at her that she was worthless.
24 Defendants also required Plaintiff Doe 220 to submit to being observed while naked and/or strip
25 searched her, and they abandoned or appeared to abandon her for extended periods in the
26 wilderness. Defendants also knew that Plaintiff Doe 220's father had committed suicide when

1 she was 15, yet would often verbally attack her saying things such as “it’s your fault your father
2 killed himself” and “he didn’t care about you.”

3 221.

4 Defendants’ administration of the Program was an intentional or reckless disregard of
5 Plaintiff’s feelings while in this responsible relationship, and this disregard caused Plaintiff
6 severe emotional distress. Defendants brutally invaded Plaintiff Doe 220’s protected interest in
7 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
8 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
9 abuse, Plaintiff 220 suffered the damages described in paragraphs 217 and 218, above.

10
11 **FORTY-THIRD CLAIM FOR RELIEF**
12 By Plaintiff Doe 220 Against All Defendants
13 *Battery*

14 222.

15 Plaintiff Doe 220 realleges and incorporates by reference paragraphs 1 through 11, and
16 212 through 221, above.

17 223.

18 During the various “Lifestep” group encounters, Defendants controlled the physical
19 conduct of all of the residents and counselors, and directed, coerced, or required both other
20 residents and staff to physically batter Plaintiff Doe 220 as part of the “Lifestep” program or
21 other duties. Other residents were forced under duress to participate by threat of severe
22 punishments if they did not appear to be participating fully in the physical assaults on their peers.

23 224.

24 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
25 220—were required to “break into” a circle of other residents by running at the circle at high
26 speed and physically fighting to gain entry while those in the circle linked arms and fought under
the orders of Defendants to prevent entry. In the course of this activity, both the “defending”

1 residents and those who were trying to break in sustained significant physical injuries. Plaintiff
2 Doe 220 suffered injuries both as the individual breaking in and as one of the members of the
3 circle.

4 225.

5 The “breaking into” the circle and defending it from other residents, as well as being held
6 under a sheet and being forced to struggle out, constituted harmful and offensive touching to
7 which Plaintiff Doe 220 did not and could not consent. At all times relevant to this complaint,
8 the persons who battered Plaintiff Doe 220 were acting under the forced compulsion or
9 directions of Defendants, and/or the touching occurred in the course of or as a result of
10 individuals’ authorized employment duties on behalf of Defendants.

11 226.

12 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 220 suffered
13 the damages described in paragraphs 217 and 218, above.

14
15 **FORTY-FOURTH CLAIM FOR RELIEF**
16 By Plaintiff Doe 220 Against All Defendants
Breach of Contract — Third Party Donee Beneficiary

17 227.

18 Plaintiff Doe 220 realleges and incorporates by reference paragraphs 1 through 11, and
19 212 through 226, above.

20 228.

21 Defendants created a contract with Plaintiff Doe 220’s mother for her direct benefit, and
22 both parties intended that the contract benefit Plaintiff Doe 220. Plaintiff Doe 220’s mother
23 intended to make a gift to her of the educational, boarding, and therapeutic services promised in
24 the contract.

25 229.

26 On information and belief, Plaintiff Doe 220 alleges that discovery will show that the

1 terms of the contract—express or implied—including education sufficient to keep her on the same
2 graduation track and curriculum level as his age-group peers who did not attend Mt. Bachelor
3 Academy, humane living conditions, and assistance with Plaintiff Doe 220’s emotional or
4 psychological growth. No term in the contract disclosed that the methods used at Mt. Bachelor
5 Academy included the deprivation of education services, inhumane living conditions, and severe
6 physical and psychological abuse described above.

7 230.

8 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
9 Doe 220 to the deprivation of educational services during punishment periods, a lack of
10 transferrable education credits, intolerable living conditions, and severe physical and
11 psychological abuse described above. Defendants’ breach of this contract caused Plaintiff Doe
12 220 to lose the benefits that she would have received under the proper performance of the
13 contract.

14 231.

15 As a result of Defendants’ breach of the express or implied terms of the contract, third-
16 party donee beneficiary Plaintiff Doe 220 suffered the loss benefits flowing from the contract as
17 set out as part of the economic damages alleged in paragraph 218, above. These contract benefits
18 total an amount to be determined by the jury at trial and include the tuition, room and board paid
19 under the contract.

20
21 **FORTY-FIFTH CLAIM FOR RELIEF**
22 By Plaintiff Doe 221 Against All Defendants
Intentional Infliction of Emotional Distress

23 232.

24 Plaintiff Doe 221 realleges and incorporates by reference paragraphs 1 through 11, above.

25 233.

26 Defendants formed a special relationship with Plaintiff Doe 221 by soliciting her and/or

1 her parents to attend their “therapeutic boarding school,” accepting her as a resident, and closely
2 governing her conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
3 Doe 221’s well-being, took charge of every aspect of Plaintiff Doe 221’s life, and eliminated
4 virtually all of Doe 221’s interaction with the outside world. At the same time, Defendants
5 ostensibly were instructing her on her emotional and psychological condition, assisting her in
6 changing her behavior, and claiming to provide standard educational services. In creating this
7 special relationship, Defendants’ responsibilities towards Plaintiff Doe 221 included a specific
8 duty to avoid the infliction of emotional distress. Defendants also developed this type of
9 relationship with Plaintiff Doe 221 through her enrollment as SUWS Wilderness School in
10 Idaho, another subsidiary of Defendants Aspen and CRC. Plaintiff Doe 221 was enrolled at
11 SUWS for over six weeks total.

12 234.

13 Defendants’ counselors and other agents, using the Program described above knowingly
14 and intentionally caused severe emotional distress to Plaintiff Doe 221 when they physically and
15 psychologically abused her through the Program. Defendants refused to allow Plaintiff Doe 221
16 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 221
17 attempted to tell her family what was occurring. During the on-campus “Lifestep” group
18 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
19 221 to endure temperature extremes, meal deprivation, sleep deprivation, and denial of restroom
20 use, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 221. During off-campus
21 Lifesteps, Plaintiff Doe 221 was exposed to the elements for days in the wilderness, and
22 abandoned or apparently abandoned in dangerous areas of Portland, Oregon. In addition,
23 Plaintiff Doe 221—a teenage girl—was forced to perform difficult manual labor such as filling
24 wheelbarrows with gravel and carry railroad tied up a hill in freezing winter temperatures.
25 Plaintiff Doe 221 was frequently placed on forced isolation, including for one period of four
26 weeks. As part of one Lifestep, Defendants forced Plaintiff Doe 221 to call her parents and

1 disclose her entire sexual history to them, and forced to tell them she had been raped when it was
2 not true. This list of abusive acts is not exclusive.

3 235.

4 Plaintiff Doe 221 did in fact suffer severe emotional distress as a result of this abuse that
5 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
6 the bounds of all socially tolerable conduct.

7 236.

8 Defendants' counselors used the Program described above to intentionally inflict severe
9 emotional distress through the abuse of Plaintiff Doe 221. Defendants' Program was
10 administered by their counselors within the course and scope of the counselors' agency as
11 described in paragraphs 9 and 10, above.

12 237.

13 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 221
14 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
15 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
16 later-arising permanent psychological damage that was distinct in time and logic from what was
17 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 221's non-economic
18 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
19 of trial.

20 238.

21 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 221
22 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
23 medical treatment. Plaintiff Doe 221 has also suffered lost economic opportunity for the
24 interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe
25 221's economic damages total the approximate amount of \$500,000.00, the exact amount of
26 which will be proven at the time of trial.

1 **FORTY-SIXTH CLAIM FOR RELIEF**
2 By Plaintiff Doe 221 Against All Defendants
3 *Negligent Infliction of Emotional Distress*

4 239.

5 Plaintiff Doe 221 realleges and incorporates by reference paragraphs 1 through 11, and
6 232 through 238, above.

7 240.

8 Defendants, acting within their special relationship, subjected Plaintiff Doe 221 to severe
9 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
10 above. Additionally, as part of the Program, Defendants' counselors would engage in
11 denigrating, cruel, and abusive berating of Plaintiff Doe 221, frequently yelling at her that she
12 was a liar, a "cutter," and in general unworthy of love. Defendants also required Plaintiff Doe
13 221 to submit to being observed while naked and/or strip searched her, and they abandoned or
14 appeared to abandon her for extended periods in the wilderness or in dangerous parts of Portland,
15 Oregon. Plaintiff Doe 221 developed a problem with intentionally cutting herself while at Mt.
16 Bachelor Academy, and Defendants refused to provide her with any mental health therapy or
17 medical assistance for her cuts.

18 241.

19 Defendants' administration of the Program was an intentional or reckless disregard of
20 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
21 severe emotional distress. Defendants brutally invaded Plaintiff Doe 221's protected interest in
22 her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
23 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
24 abuse, Plaintiff Doe 221 suffered the damages described in paragraphs 237 and 238, above.

25 ///

26 ///

///

1 **FORTY-SEVENTH CLAIM FOR RELIEF**
2 By Plaintiff Doe 221 Against All Defendants
3 *Battery*

4 242.

5 Plaintiff Doe 221 realleges and incorporates by reference paragraphs 1 through 11, and
6 232 through 241, above.

7 243.

8 During the various “Lifestep” group encounters, Defendants controlled the physical
9 conduct of all of the residents and counselors, and directed, coerced, or required both other
10 residents and staff to physically batter Plaintiff Doe 221 as part of the “Lifestep” program or
11 other duties. Other residents were forced under duress to take part in these batteries by threat of
12 severe punishments if they did not appear to be participating fully in the physical assaults on
13 their peers.

14 244.

15 Specifically, during one “Lifestep,” individual residents—including Plaintiff Doe
16 221—were required to “break into” a circle of other residents by running at the circle at high
17 speed and physically fighting to gain entry while those in the circle linked arms and fought under
18 the orders of Defendants to prevent entry. In the course of this activity, both the “defending”
19 residents and those who were trying to break in sustained significant physical injuries. In another
20 group practice, Plaintiff Doe 221 was seriously injured when required to run blindfolded into the
21 linked arms of other group members. On Plaintiff Doe 221’s case, the group members’ arms did
22 not hold, and she ran face-first into a wall, deviating her septum and causing a bloody nose.

23 245.

24 The “breaking into” the circle and defending it from other residents constituted harmful
25 and offensive touching to which Plaintiff Doe 221 did not and could not consent. At all times
26 relevant to this complaint, the persons who battered Plaintiff Doe 221 were acting under the
forced compulsion or directions of Defendants, and/or the touching occurred in the course of or

1 as a result of individuals' authorized employment duties on behalf of Defendants.

2 246.

3 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 221 suffered
4 the damages described in paragraphs 237 and 238, above.

5

6 **FORTY-EIGHTH CLAIM FOR RELIEF**
7 By Plaintiff Doe 221 Against All Defendants
8 *Breach of Contract — Third Party Donee Beneficiary*

8 247.

9 Plaintiff Doe 221 realleges and incorporates by reference paragraphs 1 through 11, and
10 232 through 246, above.

11 248.

12 Defendants created a contract with Plaintiff Doe 221's parents for her direct benefit, and
13 both parties intended that the contract benefit Plaintiff Doe 221. Plaintiff Doe 221's parents
14 intended to make a gift to her of the educational, boarding, and therapeutic services promised in
15 the contract.

16 249.

17 On information and belief, Plaintiff Doe 221 alleges that discovery will show that the
18 terms of the contract—express or implied—included education sufficient to keep her on the same
19 graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor
20 Academy, humane living conditions, and treatment for any of Plaintiff Doe 221's emotional or
21 psychological conditions. No term in the contract disclosed that the methods used at Mt.
22 Bachelor Academy included the deprivation of education services, inhumane living conditions,
23 and severe physical and psychological abuse described above.

24 250.

25 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
26 Doe 221 to the deprivation of educational services during punishment periods, a lack of

1 transferrable education credits, intolerable living conditions, and severe physical and
2 psychological abuse described above. Defendants’ breach of this contract caused Plaintiff Doe
3 221 to lose the benefits that she would have received under the proper performance of the
4 contract.

5 251.

6 As a result of Defendants’ breach of the express or implied terms of the contract, third-
7 party donee beneficiary Plaintiff Doe 221 suffered the loss benefits flowing from the contract as
8 set out as part of the economic damages alleged in paragraph 238, above. These contract benefits
9 total an amount to be determined by the jury at trial and include the tuition, room and board paid
10 under the contract, as well as any costs associated with completing her education after leaving
11 Mt. Bachelor Academy.

12
13 **FORTY-NINTH CLAIM FOR RELIEF**
14 By Plaintiff Doe 222 Against All Defendants
Intentional Infliction of Emotional Distress

15 252.

16 Plaintiff Doe 222 realleges and incorporates by reference paragraphs 1 through 11, above.

17 253.

18 Defendants formed a special relationship with Plaintiff Doe 222 by soliciting him and/or
19 his mother to attend their “therapeutic boarding school,” accepting him as a resident, and closely
20 governing his conduct there. Defendants assumed *in loco parentis* responsibility for Plaintiff
21 Doe 222’s well-being, took charge of every aspect of Plaintiff Doe 222’s life, and eliminated
22 virtually all of Doe 222’s interaction with the outside world. At the same time, Defendants
23 ostensibly were instructing him on his emotional and psychological condition, assisting him in
24 changing his behavior, and claiming to provide standard educational services. In creating this
25 special relationship, Defendants’ responsibilities towards Plaintiff Doe 222 included a specific
26 duty to avoid the infliction of emotional distress. Defendants also independently developed this

1 type of relationship with Plaintiff Doe 222 through his enrollment at SUWS of the Carolinas,
2 Inc., another subsidiary of Defendants, for 45 days before attending Mt. Bachelor Academy.

3 254.

4 Defendants' counselors and other agents, using the Program described above knowingly
5 and intentionally caused severe emotional distress to Plaintiff Doe 222 when they physically and
6 psychologically abused him through the program. Defendants refused to allow Plaintiff Doe 222
7 unmonitored contact with his family, and would end calls or destroy letters if Plaintiff Doe 222
8 attempted to tell his family what was occurring. During the on-campus "Lifestep" group
9 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
10 222 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
11 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 222. During
12 off-campus Lifesteps, Plaintiff Doe 222 was exposed to the elements for days in the wilderness,
13 and abandoned or apparently abandoned in dangerous areas of Portland, Oregon. In addition,
14 Plaintiff Doe 222 was strip searched after any unmonitored time off campus, including on his
15 arrival from SUWS of the Carolinas, a total of at least 5 times. As punishment, Plaintiff Doe
16 222 was forced to chop wood for a month, often having to do so to the point of his hands
17 bleeding. In addition to this forced labor, Plaintiff Doe 222 was placed on forced isolation
18 during this period, as well as at other times, for up to two weeks at a time. This list of abusive
19 acts is not exclusive.

20 255.

21 Plaintiff Doe 222 did in fact suffer severe emotional distress as a result of this abuse that
22 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
23 the bounds of all socially tolerable conduct.

24 256.

25 Defendants' counselors used the Program described above to intentionally inflict severe
26 emotional distress through the abuse of Plaintiff Doe 222. Defendants' Program was

1 administered by their counselors within the course and scope of the counselors' agency as
2 described in paragraphs 9 and 10, above.

3 257.

4 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 222
5 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
6 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
7 later-arising permanent psychological damage that was distinct in time and logic from what was
8 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 222's non-economic
9 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time
10 of trial.

11 258.

12 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 222
13 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
14 medical treatment. Plaintiff Doe 222 has also suffered lost economic opportunity for the
15 interruption of his studies and the loss of family funds for secondary education. Plaintiff Doe
16 222's economic damages total the approximate amount of \$500,000.00, the exact amount of
17 which will be proven at the time of trial.

18
19 **FIFTIETH CLAIM FOR RELIEF**
20 By Plaintiff Doe 222 Against All Defendants
21 *Negligent Infliction of Emotional Distress*

22 259.

23 Plaintiff Doe 222 realleges and incorporates by reference paragraphs 1 through 11, and
24 252 through 258, above.

25 260.

26 Defendants, acting within their special relationship, subjected Plaintiff Doe 222 to severe
ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described

1 above. Additionally, as part of the Program, Defendants' counselors would engage in
2 denigrating, cruel, and abusive berating of Plaintiff Doe 222, frequently yelling at him with
3 obscene and demeaning comments, mocking him harshly and requiring other residents do so, and
4 yelling at him that he was worthless. Defendants also required Plaintiff Doe 222 to submit to
5 being observed while naked and/or strip searched him, and they abandoned or appeared to
6 abandon him for extended periods in the wilderness.

7 261.

8 Defendants' administration of the Program was an intentional or reckless disregard of
9 Plaintiff's feelings while in this responsible relationship, and this disregard caused Plaintiff
10 severe emotional distress. Defendants brutally invaded Plaintiff Doe 222's protected interest in
11 his privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
12 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
13 abuse, Plaintiff Doe 222 suffered the damages described in paragraphs 257 and 258, above.

14
15 **FIFTY-FIRST CLAIM FOR RELIEF**
16 By Plaintiff Doe 222 Against All Defendants
17 *Breach of Contract — Third Party Donee Beneficiary*

18 262.

19 Plaintiff Doe 222 realleges and incorporates by reference paragraphs 1 through 11, and
20 252 through 261, above.

21 263.

22 Defendants created a contract with Plaintiff Doe 222's parents for his direct benefit, and
23 both parties intended that the contract benefit Plaintiff Doe 222. Plaintiff Doe 222's parents
24 intended to make a gift to him of the educational, boarding, and therapeutic services promised in
25 the contract.

26 264.

On information and belief, Plaintiff Doe 222 alleges that discovery will show that the

1 terms of the contract—express or implied—included education sufficient to keep him on the
2 same graduation track and curriculum level as her age-group peers who did not attend Mt.
3 Bachelor Academy, humane living conditions, and treatment for any of Plaintiff Doe 222’s
4 emotional or psychological conditions. No term in the contract disclosed that the methods used
5 at Mt. Bachelor Academy included the deprivation of education services, inhumane living
6 conditions, and severe physical and psychological abuse described above.

7 265.

8 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
9 Doe 222 to the deprivation of educational services during punishment periods, a lack of
10 transferrable education credits, intolerable living conditions, and severe physical and
11 psychological abuse described above. Defendants’ breach of this contract caused Plaintiff Doe
12 222 to lose the benefits that he would have received under the proper performance of the
13 contract.

14 266.

15 As a result of Defendants’ breach of the express or implied terms of the contract, third-
16 party donee beneficiary Plaintiff Doe 222 suffered the loss benefits flowing from the contract as
17 set out as part of the economic damages alleged in paragraph 258, above. These contract benefits
18 total an amount to be determined by the jury at trial and include the tuition, room and board paid
19 under the contract, as well as any costs associated with completing his education after leaving
20 Mt. Bachelor Academy.

21
22 **FIFTY-SECOND CLAIM FOR RELIEF**
23 By Plaintiff Doe 223 Against All Defendants
Intentional Infliction of Emotional Distress

24 267.

25 Plaintiff Doe 223 realleges and incorporates by reference paragraphs 1 through 11, above.

26 ///

1 268.

2 Defendants formed a special relationship with Plaintiff Doe 223 by soliciting her and/or
3 her guardians to attend their “therapeutic boarding school,” accepting her as a resident, and
4 closely governing her conduct there. Defendants assumed *in loco parentis* responsibility for
5 Plaintiff Doe 223’s well-being, took charge of every aspect of Plaintiff Doe 223’s life, and
6 eliminated virtually all of Doe 223’s interaction with the outside world. At the same time,
7 Defendants ostensibly were instructing her on her emotional and psychological condition,
8 assisting her in changing her behavior, and claiming to provide standard educational services. In
9 creating this special relationship, Defendants’ responsibilities towards Plaintiff Doe 223 included
10 a specific duty to avoid the infliction of emotional distress. Defendants also independently
11 developed this type of relationship with Plaintiff Doe 223 through her enrollment SUWS, a
12 wilderness school owned and operated by Defendants, Aspen Ranch, a youth work camp owned
13 and operated by Defendants, and Aspen Achievement Academy, a wilderness school owned and
14 operated by Defendants. Plaintiff Doe 223 was enrolled at SUWS for over three weeks prior to
15 being transferred to Mt. Bachelor Academy, at Aspen Ranch for one month, and at Aspen
16 Achievement Academy for two months while at Mt. Bachelor Academy.

17 269.

18 Defendants’ counselors and other agents, using the Program described above knowingly
19 and intentionally caused severe emotional distress to Plaintiff Doe 223 when they physically and
20 psychologically abused her through the Program. Defendants refused to allow Plaintiff Doe 223
21 unmonitored contact with her family, and would end calls or destroy letters if Plaintiff Doe 223
22 attempted to tell her family what was occurring. During the on-campus “Lifestep” group
23 encounters (some lasting for several days without interruption), Defendants forced Plaintiff Doe
24 223 to endure temperature extremes, meal deprivation, sleep deprivation, denial of restroom use,
25 and rotted food, as well as denigrating, cruel, and abusive shouting at Plaintiff Doe 223. During
26 off-campus Lifesteps, Plaintiff Doe 223 was exposed to the elements for days in the wilderness,

1 and abandoned or apparently abandoned in dangerous areas of Portland, Oregon. In addition,
2 Plaintiff Doe 223—a teenage girl—was forced to dress and dance provocatively in front of her
3 peer group and staff, including a lapdance on two male residents, and staff demanded that she
4 grind her buttocks on the boys’ laps. Defendants taunted Plaintiff Doe 223 in her peer group
5 with the fact that her mother had prostituted herself and was addicted to drugs—a fact heretofore
6 unknown to Plaintiff Doe 223. Despite Plaintiff Doe 223’s true claims that she was a virgin
7 when she arrived at Mt. Bachelor Academy, Defendants made a public issue of it, and eventually
8 forced Plaintiff Doe 223 to get a gynecological examination to prove her chastity. After Plaintiff
9 Doe 223’s virginity became a public issue, one of the boys sexually assaulted Plaintiff in her
10 dormitory room. This list of abusive acts is not exclusive.

11 270.

12 Plaintiff Doe 223 did in fact suffer severe emotional distress as a result of this abuse that
13 occurred as part of the Program, and such physical and psychological abuse of a child is beyond
14 the bounds of all socially tolerable conduct.

15 271.

16 Defendants’ counselors used the Program described above to intentionally inflict severe
17 emotional distress through the abuse of Plaintiff Doe 223. Defendants’ Program was
18 administered by their counselors within the course and scope of the counselors’ agency as
19 described in paragraphs 9 and 10, above.

20 272.

21 As a result of Defendants’ intentional infliction of emotional distress, Plaintiff Doe 223
22 has suffered permanent and lasting damages including bodily harm at the time of abuse, severe
23 physical, mental, and emotional harm at the time of the abuse, as well as later-manifesting and/or
24 later-arising permanent psychological damage that was distinct in time and logic from what was
25 suffered at the time of the abuse. These harms resulted in Plaintiff Doe 223’s non-economic
26 damages in the amount of \$1,000,000.00, the exact amount of which will be proven at the time

1 of trial.

2 273.

3 As a result of Defendants' intentional infliction of emotional distress, Plaintiff Doe 223
4 has incurred and/or will incur in the future costs for counseling, psychiatric, psychological, and
5 medical treatment. Plaintiff Doe 223 has also suffered lost economic opportunity for the
6 interruption of her studies and the loss of family funds for secondary education. Plaintiff Doe
7 223's economic damages total the approximate amount of \$500,000.00, the exact amount of
8 which will be proven at the time of trial.

9

10 **FIFTH-THIRD CLAIM FOR RELIEF**
11 By Plaintiff Doe 223 Against All Defendants
Negligent Infliction of Emotional Distress

12 274.

13 Plaintiff Doe 223 realleges and incorporates by reference paragraphs 1 through 11, and
14 267 through 273, above.

15 275.

16 Defendants, acting within their special relationship, subjected Plaintiff Doe 223 to severe
17 ridicule, harsh and unnecessary disciplinary measures, and denial of an education, as described
18 above. Additionally, Defendants refused Plaintiff Doe 223 medical attention, treatment, or the
19 involvement of law enforcement when she was sexually assaulted by another resident of Mt.
20 Bachelor Academy; in fact, they sent Plaintiff Doe 223 away the very next day to Aspen Ranch
21 for a month, followed by 2 months at Aspen Achievement Academy, because Plaintiff Doe 223
22 was the *victim* of this sexual assault. Further, as part of the Program, Defendants' counselors
23 would engage in denigrating, cruel, and abusive berating of Plaintiff Doe 223, frequently yelling
24 at her that she was worthless, a liar, a "slut," and unworthy of love. Defendants also required
25 Plaintiff Doe 223 to submit to being observed while naked and/or strip searched her, and they
26 abandoned or appeared to abandon her for extended periods in the wilderness, and in dangerous

1 areas of Portland, Oregon. In Portland, Plaintiff Doe 223 was forced to wait outside, alone, with
2 a group of homeless adult men, and then sit with them by herself in a Portland soup kitchen.
3 Defendant forced Plaintiff Doe 223 to clean up her roommate’s miscarriage without adequate
4 cleaning supplies or protective clothing. Defendants also refused to speak to another resident
5 who was despondent, turning him away when he was asking for help, and the resident then
6 committed suicide on the grounds of Mt. Bachelor Academy. Defendants required Plaintiff Doe
7 223 and other residents to search for the boy after several days of him missing; he was found
8 hanging high in a tree behind the dormitories. This suicide caused Plaintiff Doe 223 and others
9 in a special relationship with Defendants extreme emotional upset and suffering.

10 276.

11 Defendants’ administration of the Program was an intentional or reckless disregard of
12 Plaintiff’s feelings while in this responsible relationship, and this disregard caused Plaintiff
13 severe emotional distress. Defendants brutally invaded Plaintiff Doe 223’s protected interest in
14 her privacy, emotional health, and psychological well-being, and this invasion was of a sufficient
15 quality or magnitude to warrant recovery of emotional distress damages. As a result of this
16 abuse, Plaintiff Doe 223 suffered the damages described in paragraphs 272 and 273, above.

17
18 **FIFTY-FOURTH CLAIM FOR RELIEF**
19 **By Plaintiff Doe 223 Against All Defendants**
Battery

20 277.

21 Plaintiff Doe 223 realleges and incorporates by reference paragraphs 1 through 11, and
22 267 through 276, above.

23 278.

24 During the various “Lifestep” group encounters, Defendants controlled the physical
25 conduct of all of the residents and counselors, and directed, coerced, or required both other
26 residents and staff to physically batter Plaintiff Doe 223 as part of the “Lifestep” program or

1 other duties. Other residents were forced under duress to take part in these batteries by threat of
2 severe punishments if they did not appear to be participating fully in the physical assaults on
3 their peers.

4 279.

5 Specifically, Defendants’ staff directly battered Plaintiff Doe 223 by striking at least
6 approximately 6 times, including grabbing her by the hair and yanking Plaintiff Doe 223 to the
7 floor, and bruising Plaintiff Doe 223’s arms when grabbing her and throwing her on her bed.
8 Additionally, during one “Lifestep,” individual residents—including Plaintiff Doe 223—were
9 required to “break into” a circle of other residents by running at the circle at high speed and
10 physically fighting to gain entry while those in the circle linked arms and fought under the orders
11 of Defendants to prevent entry. In the course of this activity, both the “defending” residents and
12 those who were trying to break in sustained significant physical injuries. In another “Lifestep,”
13 Defendants ordered Plaintiff Doe 223 to rip out of a bedsheet that was forcibly being held down
14 by other residents. While being held under this sheet and trying to rip through it, Plaintiff Doe
15 223 sustained numerous painful abrasions and fabric burns as well as feelings of extreme
16 claustrophobia and helplessness.

17 280.

18 The physical attacks from staff, the “breaking into” the circle and defending it from other
19 residents, and being held under a sheet and being forced to struggle out, all constituted harmful
20 and offensive touching to which Plaintiff Doe 223 did not and could not consent. At all times
21 relevant to this complaint, the persons who battered Plaintiff Doe 223 were acting under the
22 forced compulsion or directions of Defendants, and/or the touching occurred in the course of or
23 as a result of individuals’ authorized employment duties on behalf of Defendants.

24 281.

25 As a result of this physical battery at the orders of Defendants, Plaintiff Doe 223 suffered
26 the damages described in paragraphs 272 and 273, above.

1 **FIFTY-FIFTH CLAIM FOR RELIEF**
2 By Plaintiff Doe 223 Against All Defendants
3 *Breach of Contract — Third Party Donee Beneficiary*

4 282.

5 Plaintiff Doe 223 realleges and incorporates by reference paragraphs 1 through 11, and
6 267 through 281, above.

7 283.

8 Defendants created a contract with Plaintiff Doe 223's guardians for her direct benefit,
9 and both parties intended that the contract benefit Plaintiff Doe 223. Plaintiff Doe 223's
10 guardians intended to make a gift to her of the educational, boarding, and therapeutic services
11 promised in the contract.

12 284.

13 On information and belief, Plaintiff Doe 223 alleges that discovery will show that the
14 terms of the contract—express or implied—included education sufficient to keep her on the same
15 graduation track and curriculum level as her age-group peers who did not attend Mt. Bachelor
16 Academy, humane living conditions, and treatment for any of Plaintiff Doe 223's emotional or
17 psychological conditions. No term in the contract disclosed that the methods used at Mt.
18 Bachelor Academy included the deprivation of education services, inhumane living conditions,
19 and severe physical and psychological abuse described above.

20 285.

21 Defendants breached the express or implied terms of the contract by subjecting Plaintiff
22 Doe 223 to the deprivation of educational services during punishment periods, a lack of
23 transferrable education credits, intolerable living conditions, and severe physical and
24 psychological abuse described above. Defendants' breach of this contract caused Plaintiff Doe
25 223 to lose the benefits that she would have received under the proper performance of the
26 contract.

26 ///

1 286.

2 As a result of Defendants' breach of the express or implied terms of the contract, third-
3 party donee beneficiary Plaintiff Doe 223 suffered the loss benefits flowing from the contract as
4 set out as part of the economic damages alleged in paragraph 273, above. These contract benefits
5 total an amount to be determined by the jury at trial and include the tuition, room and board paid
6 under the contract, as well as any costs associated with completing her education after leaving
7 Mt. Bachelor Academy.

8
9 **FIFTY-SIXTH CLAIM FOR RELIEF**
10 **By Plaintiff Doe 223 Against All Defendants**
11 *Negligence*

12 287.

13 Plaintiff Doe 223 realleges and incorporates by reference paragraphs 1 through 11, and
14 267 through 286, above.

15 288.

16 The special relationship Defendants created with Plaintiff Doe 223, described above,
17 included the providing of prompt and adequate medical services in the event of a traumatic injury
18 to Plaintiff Doe 223, as well as ensuring the protection of law enforcement and the support of
19 Plaintiff Doe 223's guardians in the event she was the victim of a crime.

20 289.

21 At some point during her residency at Mt. Bachelor Academy, Plaintiff Doe 223 was
22 sexually assaulted in the dormitories by another resident. This assault was precipitated by
23 Defendants' public discussion and skepticism of Plaintiff Doe 223's true claims that she was a
24 virgin. After being sexually assaulted in her room, Plaintiff Doe 223 immediately reported this
25 sexual assault to Defendants' employees and/or agents on the Mt. Bachelor Academy staff.

26 290.

Defendants failed to obtain medical services of any kind for Plaintiff Doe 223 after this

1 sexual assault, failed to inform law enforcement of the sexual assault, and prevented Plaintiff
2 Doe 223 from contacting her guardians to let them know what had happened.

3 291.

4 In failing to properly respond to Plaintiff Doe 223's victimization, Defendants breached
5 their duty to Plaintiff Doe 223 arising out of their special relationship with her. It was
6 foreseeable that Plaintiff Doe 223 would suffer emotional trauma from Defendants' wholly
7 improper and inadequate response.

8 292.

9 As a result of this negligence on the part of Defendants, Plaintiff Doe 223 suffered the
10 damages described in paragraphs 272 and 273, above, as well as an additional \$1,000,000.00 of
11 non-economic, permanent and lasting damages including bodily harm from the inadequate
12 response at the time of assault, severe physical, mental, and emotional harm from failing to
13 obtain medical, law enforcement, or familial responses, as well as later-manifesting and/or later-
14 arising permanent psychological damage.

15
16 **FIFTY-SEVENTH CLAIM FOR RELIEF**

17 By All Plaintiffs against All Defendants

18 *Negligence*

19 293.

20 Plaintiffs reallege and incorporate by reference paragraphs 1 through 292, above.

21 294.

22 At all times relevant to this complaint, Defendants had a special relationship with all of
23 these Plaintiffs by virtue of Defendants' *in loco parentis* role as a residential boarding school,
24 their control over the lives of Plaintiffs, and their near-total elimination of all of Plaintiffs'
25 contacts with the outside world. Defendants also had full control over the actions of Defendants'
26 counselors while they performed their employment duties on behalf of Defendants. This special
relationship created a duty of care on the part of Defendants to ensure Plaintiffs' safety while

1 participating in Defendants' Program or interacting with Defendants' agents.

2 295.

3 Defendants knew that children were suffering physical and mental abuse in the Program
4 run by Defendants' counselors, and that several children had gone so far as to kill themselves in
5 the course of the Program, specifically because of the Program. Defendants created and
6 maintained this Program, employed the counselors, and retained their exclusive right to control
7 every aspect of the Program and the actions of the counselors within that Program.

8 296.

9 Defendants knew of the danger that they had created with the Program and/or given their
10 special *in loco parentis* relationship with Plaintiffs, yet Defendants did nothing to change the
11 substance or format of the program in any respect while Plaintiffs resided at Mt. Bachelor
12 Academy. In fact, the Program *was* institutionalized/ritualized abuse. Thus, it was foreseeable
13 — in fact certain — that unless Defendants changed the Program, children would continue to be
14 physically and mentally abused. Alternatively, Defendants knew that the manner in which their
15 minimally educated and untrained counselors conducted the Program caused physical and mental
16 injury to children, yet failed to more closely supervise and train their counselors to avoid such
17 injuries. It was therefore foreseeable that the refusal or failure to better train and supervise their
18 employees would result in continued abuse of children.

19 297.

20 Knowing of the risks of physical and mental injury posed by the Program and/or the
21 counselors' running of the Program, it was unreasonable for Defendants to fail to alter the nature
22 of the program or more closely supervise and train their agents and employees.

23 298.

24 Plaintiffs have a right to be free from physical and mental abuse at the hands of
25 Defendants' agents. Plaintiffs were all residents at Mt. Bachelor Academy, and thus were within
26 the class of persons to be protected by Defendants' proper operation of their Program.

1 299.

2 All of the damages suffered by Plaintiffs, as described above, were caused by
3 Defendants' refusal or failure to correct the known risks to Plaintiffs' health, safety, and mental
4 health posed by Defendants' running of the Program. But for Defendants' program, these
5 Plaintiffs would not have been subjected to the "Lifesteps" or the harsh and cruel discipline that
6 Defendants inflicted upon Plaintiffs.

7 300.

8 As a direct and foreseeable result of Defendants' refusal or failure to correct the problems
9 in the Program, each of the Plaintiffs suffered the abuses described above and incurred the
10 respective damages described above in the Plaintiffs' individual claims for relief.

11 301.

12 Plaintiffs here provide notice that at any time after the filing of this complaint, Plaintiffs
13 intend to move for punitive damages against the Defendants pursuant to ORS 31.725.

14
15 **FIFTY-EIGHTH CLAIM FOR RELIEF**
16 By All Plaintiffs against All Defendants
Negligence (Per Se Standard of Care)

17 302.

18 Plaintiffs reallege and incorporate by reference paragraphs 1 through 301, above.

19 303.

20 At all times relevant to this complaint, Defendants had a special relationship with all of
21 these Plaintiffs by virtue of Defendants' role as a residential boarding school, their control over
22 the lives of Plaintiffs, and their near-total elimination of all of Plaintiffs' contacts with the
23 outside world. Defendants also had full control over the actions of Defendants' counselors while
24 they performed their employment duties on behalf of Defendants. This special relationship
25 created a duty of care on the part of Defendants to ensure Plaintiffs' safety while participating in
26 Defendants' Program or interacting with Defendants' agents.

1 304.

2 With the abusive program and disciplinary methods contained in the Mt. Bachelor
3 Academy program, as well as the treatment given Plaintiffs at SUWS, Aspen Achievement
4 Academy, and Aspen Ranch, as appropriate, Defendants violated the fixed legal standard of
5 conduct contained in OAR 413-210-0530 (1995), its implemented statutes, and analogous
6 regulations in place before and after 1995. With the consistent failure to serve Plaintiffs a
7 nutritionally adequate diet, particularly the provision of inadequate caloric intake, Defendants
8 violated the fixed legal standard of conduct contained in OAR 413-210-0580 (1995), its
9 implemented statutes, and analogous regulations in place before and after 1995. With the
10 requirement that residents verbally abuse and berate each other, as well as staff's full
11 participation in the same conduct, Defendants violated the fixed legal standard of conduct
12 contained in OAR 413-210-0540 (1995), its implemented statutes, and analogous regulations in
13 place before and after 1995. With the failure to provide prompt and adequate medical attention
14 to injuries and the correct dispensing and provision of medication to Plaintiffs, Defendants
15 violated the fixed legal standard of conduct contained in OAR 413-210-0550 (1995), its
16 implemented statutes, and analogous regulations in place before and after 1995. With the denial
17 of educational services during times of isolation punishment and forced physical labor,
18 Defendants violated the fixed legal standard of conduct contained in OAR 413-210-0610 (1995),
19 its implemented statutes, and analogous regulations in place before and after 1995.

20 305.

21 Plaintiffs were all injured as a result of these violations of administrative rules and
22 statutes, and these violations were the cause in fact of Plaintiffs' injuries. Plaintiffs were all
23 members of the class of persons meant to be protected by the administrative rules and the
24 implemented statutes, and the injuries Plaintiffs suffered were precisely the types of injuries that
25 the administrative rules and implemented statutes sought to prevent.

26 ///

1 306.

2 All of the damages suffered by Plaintiffs, as described above, were caused by
3 Defendants' refusal or failure to follow the clear guidelines established in the Oregon
4 Administrative Rules and the Oregon Revised Statutes pertaining to appropriate discipline,
5 adequate meals, proper social environment, necessary medical care, and suitable educational
6 programs.

7 307.

8 As a direct and foreseeable result of Defendants' refusal or failure to correct the problems
9 in the Program, each of the Plaintiffs suffered the abuses described above and incurred the
10 respective damages described above in the Plaintiffs' individual claims for relief.

11 308.

12 Plaintiffs here provide notice that at any time after the filing of this complaint, Plaintiffs
13 intend to move for punitive damages against the Defendants pursuant to ORS 31.725.

14
15 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them, as
16 follows:

17 1. If successful on the First, Second, or Third Claims for Relief, non-economic
18 damages for Plaintiff Doe 210 in the amount of \$1,000,000.00, the exact amount to be
19 determined by the jury at the time of trial;

20 2. If successful on the First, Second, Third, or Fourth Claims for Relief, Economic
21 damages for Plaintiff Doe 210 in the amount of \$750,000.00, the exact amount to be determined
22 by the jury at the time of trial;

23 3. If successful on the Fifth, Sixth, or Seventh Claims for Relief, non-economic
24 damages for Plaintiff Doe 211 in the amount of \$1,000,000.00, the exact amount to be
25 determined by the jury at the time of trial;

26 4. If successful on the Fifth, Sixth, Seventh, or Eighth Claims for Relief, economic

1 damages for Plaintiff Doe 211 in the amount of \$750,000.00, the exact amount to be determined
2 by the jury at the time of trial;

3 5. If successful on the Ninth, Tenth, or Eleventh Claims for Relief, non-economic
4 damages for Plaintiff Doe 212 in the amount of \$1,000,000.00, the exact amount to be
5 determined by the jury at the time of trial;

6 6. If successful on the Ninth, Tenth, Eleventh, or Twelfth Claims for Relief,
7 economic damages for Plaintiff Doe 212 in the amount of \$500,000.00, the exact amount to be
8 determined by the jury at the time of trial;

9 7. If successful on the Thirteenth, Fourteenth, or Fifteenth Claims for Relief, non-
10 economic damages for Plaintiff Doe 213 in the amount of \$1,000,000.00, the exact amount to be
11 determined by the jury at the time of trial;

12 8. If successful on the Thirteenth, Fourteenth, Fifteenth, or Sixteenth Claims for
13 Relief, economic damages for Plaintiff Doe 213 in the amount of \$750,000.00, the exact amount
14 to be determined by the jury at the time of trial;

15 9. If successful on the Seventeenth, Eighteenth, or Nineteenth Claims for Relief,
16 non-economic damages for Plaintiff Doe 214 in the amount of \$1,000,000.00, the exact amount
17 to be determined by the jury at the time of trial;

18 10. If successful on the Seventeenth, Eighteenth, Nineteenth, or Twentieth Claims for
19 Relief, economic damages for Plaintiff Doe 214 in the amount of \$750,000.00, the exact amount
20 to be determined by the jury at the time of trial;

21 11. If successful on the Twenty-First, Twenty-Second, or Twenty-Third Claims for
22 Relief, non-economic damages for Plaintiff 215 in the amount of \$1,000,000.00, the exact
23 amount to be determined by the jury at the time of trial;

24 12. If successful on the Twenty-First, Twenty-Second, Twenty-Third, or Twenty-
25 Fourth Claims for Relief, economic damages for Plaintiff 215 in the amount of \$500,000.00, the
26 exact amount to be determined by the jury at the time of trial;

1 13. If successful on the Twenty-Fifth, Twenty-Sixth, or Twenty-Seventh Claims for
2 Relief, non-economic damages for Plaintiff Doe 216 in the amount of \$1,000,000.00, the exact
3 amount to be determined by the jury at the time of trial;

4 14. If successful on the Twenty-Fifth, Twenty-Sixth, Twenty-Seventh, or Twenty-
5 Eighth Claims for Relief, economic damages for Plaintiff Doe 216 in the amount of \$500,000.00,
6 the exact amount to be determined by the jury at the time of trial;

7 15. If successful on the Twenty-Ninth, Thirtieth, or Thirty-First Claims for Relief,
8 non-economic damages for Plaintiff Doe 217 in the amount of \$1,000,000.00, the exact amount
9 to be determined by the jury at the time of trial;

10 16. If successful on the Twenty-Ninth, Thirtieth, Thirty-First, or Thirty-Second
11 Claims for Relief, economic damages for Plaintiff Doe 217 in the amount of \$500,000.00, the
12 exact amount to be determined by the jury at the time of trial;

13 17. If successful on the Thirty-Third, Thirty-Fourth, or Thirty-Fifth Claims for Relief,
14 non-economic damages for Plaintiff Doe 218 in the amount of \$1,000,000.00, the exact amount
15 to be determined by the jury at the time of trial;

16 18. If successful on the Thirty-Third, Thirty-Fourth, Thirty-Fifth, or Thirty-Sixth
17 Claims for Relief, economic damages for Plaintiff Doe 218 in the amount of \$500,000.00, the
18 exact amount to be determined by the jury at the time of trial;

19 19. If successful on the Thirty-Seventh, Thirty-Eighth, or Thirty-Ninth Claims for
20 Relief, non-economic damages for Plaintiff Doe 219 in the amount of \$1,000,000.00, the exact
21 amount to be determined by the jury at the time of trial;

22 20. If successful on the Thirty-Seventh, Thirty-Eighth, Thirty-Ninth, or Fortieth
23 Claims for Relief, economic damages for Plaintiff Doe 219 in the amount of \$500,000.00, the
24 exact amount to be determined by the jury at the time of trial;

25 21. If successful on the Forty-First, Forty-Second Claims, or Forty-Third Claims for
26 Relief, non-economic damages for Plaintiff Doe 220 in the amount of \$1,000,000.00, the exact

1 amount to be determined by the jury at the time of trial;

2 22. If successful on the Forty-First, Forty-Second Claims, Forty-Third, or Forty-
3 Fourth Claims for Relief, economic damages for Plaintiff Doe 220 in the amount of \$500,000.00,
4 the exact amount to be determined by the jury at the time of trial;

5 23. If successful on the Forty-Fifth, Forty-Sixth, or Forty-Seventh Claims for Relief,
6 non-economic damages for Plaintiff Doe 221 in the amount of \$1,000,000.00, the exact amount
7 to be determined by the jury at the time of trial;

8 24. If successful on the Forty-Fifth, Forty-Sixth, Forty-Seventh, or Forty-Eighth
9 Claims for Relief, economic damages for Plaintiff Doe 221 in the amount of \$500,000.00, the
10 exact amount to be determined by the jury at the time of trial;

11 25. If successful on the Forty-Ninth or Fiftieth Claims for Relief, non-economic
12 damages for Plaintiff Doe 222 in the amount of \$1,000,000.00, the exact amount to be
13 determined by the jury at the time of trial;

14 26. If successful on the Forty-Ninth, Fiftieth, or Fifty-First Claims for Relief,
15 economic damages for Plaintiff Doe 222 in the amount of \$500,000.00, the exact amount to be
16 determined by the jury at the time of trial;

17 27. If successful on the Fifty-Second, Fifty-Third, or Fifty-Fourth, Claims for Relief,
18 non-economic damages for Plaintiff Doe 223 in the amount of \$1,000,000.00, the exact amount
19 to be determined by the jury at the time of trial;

20 28. If successful on the Fifty-Second, Fifty-Third, Fifty-Fourth, or Fifty-Fifth Claims
21 for Relief, economic damages for Plaintiff Doe 223 in the amount of \$500,000.00, the exact
22 amount to be determined by the jury at the time of trial;

23 29. If successful on the Fifty-Sixth Claim for Relief, non-economic damages for
24 Plaintiff Doe 223 in the amount of an additional \$1,000,000.00, the exact amount to be
25 determined by the jury at the time of trial;

26 30. If successful on the Fifty-Seventh Claim for Relief, respective economic and non-

1 economic damages for each of the Plaintiffs, as described above;

2 31. If successful on the Fifty-Eighth Claim for Relief, respective economic and non-
3 economic damages for each of the Plaintiffs, as described above;

4 37. For Plaintiffs' costs and disbursements incurred; and

5 38. For any other relief this Court deems just and equitable.

6 . Dated this ___ day of November, 2011.

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O'DONNELL CLARK & CREW LLP

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Kelly Clark, OSB No. 831723
Kristian Roggendorf, OSB No. 013990
Stephen Crew, OSB No. 781715
Gilion C. Dumas, OSB No. 922932
Peter Janci, OSB No. 074249

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O'DONNELL CLARK & CREW LLP
1650 NW Naito Parkway, Suite 302
Portland, OR 97209
503-306-0224 Office
503-306-0257 Fax

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Of Attorneys for Plaintiffs

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