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*Attorneys for Plaintiffs*

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

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1. WOOD, WILLIAM CHASE; §
2. ALDRIDGE, JAMES; §
3. AMELL, BRANDON; §
4. ANDERSON, JUNE ELIZABETH; §
5. ANDERSON, COURTNEY ANN §  
CARROLL; §
6. BAKER, STEVEN HARLAN; §
7. BAMMAN, JR., SAMUEL A.; §
8. BARLOW, SARA LOUISE; §
9. BASLIOS, CHRIS; §
10. BATTON, ROBERT; §
11. BATTON, JOHN WEBSTER, §
12. BATTON, JANE; §
13. BESIO, LISA; §
14. BLACKBURN, JUSTIN MICHAEL; §
15. BLOOM, SANDRA; §
16. BOLLINGER, CANDACE; §
17. BOLLINGER, CORY; §
18. BOYLES, JR., WILLIAM A.; §
19. BRINGAS, QUINN MICHAEL; §
20. BRISKE, DAWN; §
21. BRISKE, CHERYL; §

**PLAINTIFFS' FIFTH  
AMENDED COMPLAINT**

CIVIL ACTION: 2:06-CV-708  
ECF

HONORABLE U.S. DISTRICT COURT  
JUDGE CLARK WADDOUPS

22. BUFFONI, CHRISTOPHER; §
23. BUGGE, LUCAS STANLEY; §
24. BURNETT, KAREN; §
25. BURNETT, NATHAN PAUL; §
26. BURNETT, CHARLES; §
27. BURNS, JUSTIN NOBLE; §
28. BURNS, JOSEPH; §
29. CALVERT, DUSTIN L.; §
30. CALVERT, JOHN; §
31. CAPEL, ARIC; §
32. CARBO, REMBERTO; §
33. CARBO, CHRISTOPHER; §
34. CARLSON, SONJA; §
35. CESSNA, CATHY; §
36. CHAMBARD, JENNIFER; §
37. CLAFLIN, JONATHAN; §
38. COBB, KAREN; §
39. COBB, FAWN; §
40. COBB, STARLON; §
41. COLBURN, RYAN; §
42. COLBURN, LEE E.; §
43. CONOR, JOHN, Individually; §
44. CONOR, JOHN, as Personal Representative of §  
the Estate of FRANK CONOR, Deceased; §
45. COOPER, STEVEN; §
46. COOPER, BETH; §
47. COOPER, LYNNE; §
48. COTO, ALEXANDRA; §
49. COTO, TARA; §
50. CREEKMORE, RICHARD; §
51. DAVIS, MORGAN; §
52. DELGADO, MARCIE; §
53. DELGADO, ANTHONY DANIEL; §
54. DURR, ROBERT J.; §
55. ELLIOTT, NIKKOLE DANYELLE; §
56. ELLIOTT, TAMI; §
57. ESKEL, MATTHEW CHARLES; §
58. FAJARDO, LISSETTE; §
59. FERNANDEZ, ZACHARY COLE; §
60. FIGUERO, CYNTHIA; §
61. FILER, CHELSEA; §
62. FOUQUIER, KELLY ANNE; §
63. FOWLER, JAMIE LYNN; §
64. FRANCO, DANIEL; §
65. FREDRICKSON, NICK; §

- 66. FREY, KURT; §
- 67. FRIGO, JOHNNY JASON; §
- 68. GAGAN, III., WILLIAM DALE; §
- 69. GARDNER, ROBERT; §
- 70. GARIBAY, PHILLIPE; §
- 71. GARVIN, LEN; §
- 72. GARVIN, LISA; §
- 73. GEORGE, MICHAEL BRIAN; §
- 74. GEORGE, JOAN C.; §
- 75. GIBSON, JESSICA; §
- 76. GILLINGS, LAURA; §
- 77. GOMEZ, JOSEPH; §
- 78. GOMEZ, CRISTINE; §
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- 80. GONZALEZ, IRENA; §
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- 99. KAVA, DUSTIN; §
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- 191. SOLIS, IXCHEL; §
- 192. STARRETT, MICHELLE; §
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- 226. WOOD, GREG WILSON; §
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Plaintiffs, §

V. §

- 1. WORLD WIDE ASSOCIATION OF §
- SPECIALTY PROGRAMS AND §
- SCHOOLS, INC.; §

2. WORLD WIDE ASSOCIATION OF SPECIALTY PROGRAMS AND SCHOOLS, L.L.C.;
3. ADOLESCENT SERVICES, INC. a/k/a ADOLESCENT SERVICES INTERNATIONAL TRANSPORT;
4. ADOLESCENT SERVICES INTERNATIONAL, INC.;
5. AMALFI COAST INVESTMENTS, LTD.;
6. BMF #1, LTD.;
7. BMF #2, LTD.;
8. BMF, INC.;
9. BMF INVESTMENTS, L.L.C.;
10. BMF MANAGEMENT, L.L.C.;
11. BRIGHTWAY ADOLESCENT HOSPITAL;
12. BROWNING ACADEMY, INC. D/B/A BROWNING DISTANCE LEARNING ACADEMY
13. THE BROWNING SCHOOLS, INC.;
14. CASA BY THE SEA;
15. COMPANY SUPPORT SERVICES, L.L.C.;
16. CROSS CREEK PROGRAM d/b/a CROSS CREEK ADMISSIONS;
17. CROSS CREEK CENTER FOR BOYS, L.L.C.;
18. CROSS CREEK MANOR, L.L.C.;
19. CROSS CREEK OUTSOURCE SERVICES;
20. DARRINGTON ACADEMY, INC.;
21. DIXIE CONTRACT SERVICES, L.L.C.;
22. DUNDEE RANCH;
23. FACER, BRENT M.;
24. FARNSWORTH, KARR;
25. HIGH IMPACT;
26. KAY, KEN;
27. LICHFIELD, PATRICIA E.;
28. LICHFIELD, ROBERT B.;
29. LIFELINES FAMILY SERVICES, INC.;
30. MAJESTIC RANCH ACADEMY, INC.;
31. MIDWEST ACADEMY, L.L.C.;
32. MIDWEST OUTSOURCE SERVICES, L.L.C.;
33. MORAVA ACADEMY;

- 34. NARVANA RESOURCES, L.L.C.; §
- 35. NATIONAL CONTRACTING §
- SERVICES, INC.; §
- 36. OPTIMUM BILLING SERVICES, §
- L.L.C.; §
- 37. PACIFIC VIEW RETREAT; §
- 38. PARADISE COVE; §
- 39. PEACOX ENTERPRISES, L.L.C.; §
- 40. PREMIER EDUCATION, INC.; §
- 41. PREMIER EDUCATIONAL SYSTEMS, §
- L.L.C.; §
- 42. R & B MANAGEMENT GROUP, §
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- 43. R & B BILLING, L.L.C.; §
- 44. RBL, INC.; §
- 45. RBL #1, LTD.; §
- 46. RBL #2, LTD.; §
- 47. RBL MANAGEMENT, L.L.C.; §
- 48. RED RIVER ACADEMY, L.L.C.; §
- 49. RED RIVER OUTSOURCE SERVICES, §
- L.L.C.; §
- 50. RED ROCK ACADEMY; §
- 51. RED ROCK SPRINGS, L.C.; §
- 52. ROBERT BROWNING LICHFIELD §
- FAMILY LIMITED PARTNERSHIP; §
- 53. SPRING CREEK MANOR d/b/a §
- SPRING CREEK LODGE, L.L.C. d/b/a §
- SPRING CREEK ADMISSIONS; §
- 54. SUNRISE BEACH; §
- 55. TEEN HELP, L.L.C.; §
- 56. TRANQUILITY BAY; and §
- 57. JOHN DOES I through XX, §

Defendants.



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**PLAINTIFFS' FIFTH AMENDED ORIGINAL COMPLAINT**

Plaintiffs hereby file this Fifth Amended Complaint and allege the following allegations against Defendants:

I.

**PARTIES**

**A. PLAINTIFFS:**

1. WOOD, WILLIAM CHASE; Plaintiff William Chase Wood resides in Texas.
2. ALDRIDGE, JAMES; Plaintiff James Aldridge resides in California.
3. AMELL, BRANDON; Plaintiff Brandon Amell resides in Florida.
4. ANDERSON, JUNE ELIZABETH; Plaintiff Elizabeth Anderson resides in Nevada.
5. ANDERSON, COURTNEY ANN CARROLL; Plaintiff Courtney Ann Carroll Anderson resides in Michigan.
6. BAKER, STEVEN HARLAN; Plaintiff Steven Harlan Baker resides in California.
7. BAMMAN, JR., SAMUEL A.; Plaintiff Samuel A. Bamman, Jr. resides in Florida.
8. BARLOW, SARA LOUISE; Plaintiff Sara Louise Barlow resides in Alaska.
9. BASLIOS, CHRIS; Plaintiff Chris Baslios resides in California.

10. BATTON, ROBERT; Plaintiff Robert Batton is the father of John Webster Batton and resides in Arkansas.
11. BATTON, JOHN WEBSTER, Plaintiff John Webster Batton resides in Arkansas.
12. BATTON, JANE; Plaintiff Jane Batton is the mother of John Webster Batton and resides in Arkansas.
13. BESIO, LISA; Plaintiff Lisa Besio resides in California.
14. BLACKBURN, JUSTIN MICHAEL; Plaintiff Justin Michael Blackburn resides in Texas.
15. BLOOM, SANDRA; Plaintiff Sandra Bloom resides in Illinois.
16. BOLLINGER, CANDACE; Plaintiff Candace Bollinger is the mother of Chad Westbrook and resides in California.
17. BOLLINGER, CORY; Plaintiff Cory Bollinger is the stepfather of Chad Westbrook and resides in California.
18. BOYLES, JR., WILLIAM A.; Plaintiff William A. Boyles, Jr. resides in Florida.
19. BRINGAS, QUINN MICHAEL; Plaintiff Quinn Michael Bringas resides in Minnesota.
20. BRISKE, DAWN; Plaintiff Dawn Briske resides in New Mexico.
21. BRISKE, CHERYL; Plaintiff Cheryl Briske resides in New Mexico.

22. BUFFONI, CHRISTOPHER; Plaintiff Christopher Buffoni resides in California.
23. BUGGE, LUCAS STANLEY; Plaintiff Lucas Stanley Bugge resides in Washington.
24. BURNETT, KAREN; Plaintiff Karen Burnett is the biological mother of Plaintiff Nathan Paul Burnett and resides in Kentucky.
25. BURNETT, NATHAN PAUL; Plaintiff Nathan Paul Burnett resides in Kentucky.
26. BURNETT, CHARLES; Plaintiff Charles Burnett is the biological father of Plaintiff Nathan Paul Burnett and resides in Kentucky.
27. BURNS, JUSTIN NOBLE; Plaintiff Justin Noble Burns resides in Alaska.
28. BURNS, JOSEPH; Plaintiff Joseph Burns resides in Arizona.
29. CALVERT, DUSTIN L.; Plaintiff Dustin L. Calvert resides in Kentucky.
30. CALVERT, JOHN; Plaintiff John Calvert is the biological father of Plaintiff Dustin L. Calvert and resides in Kentucky.
31. CAPEL, ARIC; Plaintiff Aric Capel resides in Oregon.
32. CARBO, REMBERTO; Plaintiff Remberto Carbo is the biological father of Plaintiff Christopher Carbo and resides in Florida.
33. CARBO, CHRISTOPHER; Plaintiff Christopher Carbo resides in Florida.
34. CARLSON, SONJA; Plaintiff Sonja Carlson resides in Virginia.

35. CESSNA, CATHY; Plaintiff Cathy Cessna resides in Delaware.
36. CHAMBARD, JENNIFER; Plaintiff Jennifer Chambard resides in Washington.
37. CLAFLIN, JONATHAN; Plaintiff Jonathan Claflin resides in Missouri.
38. COBB, KAREN; Plaintiff Karen Cobb resides in Michigan.
39. COBB, FAWN; Plaintiff Fawn Cobb resides in Michigan.
40. COBB, STARLON; Plaintiff Starlon Cobb resides in Michigan.
41. COLBURN, RYAN; Plaintiff Ryan Colburn resides in Texas.
42. COLBURN, LEE E.; Plaintiff Lee E. Colburn is the biological father of Plaintiff Ryan Colburn and resides in Texas.
43. CONOR, JOHN, Individually; Plaintiff John Conor is the biological father of Plaintiff Frank Conor, Deceased and resides in Michigan.
44. CONOR, JOHN, as Personal Representative of the Estate of FRANK CONOR, Deceased; Plaintiff John Conor as Personal Representative of The Estate of Frank Conor, Deceased and resides in Michigan.
45. COOPER, STEVEN; Plaintiff Steven Cooper is the biological father of Plaintiff Beth Cooper and resides in Virginia.
46. COOPER, BETH; Plaintiff Beth Cooper resides in Virginia.
47. COOPER, LYNNE; Plaintiff Lynne Cooper is the biological mother of Plaintiff Beth Cooper and resides in Virginia.

48. COTO, ALEXANDRA; Plaintiff Alexandra Coto resides in California.
49. COTO, TARA; Plaintiff Tara Coto is the biological mother of Plaintiff Alexandra Coto and resides in California.
50. CREEKMORE, RICHARD; Plaintiff Richard Creekmore resides in Arizona.
51. DAVIS, MORGAN; Plaintiff Morgan Davis resides in New Mexico.
52. DELGADO, MARCIE; Plaintiff Marcie Delgado is the biological mother of Plaintiff Anthony Daniel Delgado and resides in Texas.
53. DELGADO, ANTHONY DANIEL; Plaintiff Anthony Daniel Delgado resides in Texas.
54. DURR, ROBERT J.; Plaintiff Robert J. Durr resides in Texas.
55. ELLIOTT, NIKKOLE DANYELLE; Plaintiff Nikkole Danyelle Elliott resides in Michigan.
56. ELLIOTT, TAMI; Plaintiff Tami Elliott resides in Michigan.
57. ESKEL, MATTHEW CHARLES; Plaintiff Matthew Charles Eskel resides in California.
58. FAJARDO, LISSETTE; Plaintiff Lissette Fajardo resides in Florida.
59. FERNANDEZ, ZACHARY COLE; Plaintiff Zachary Cole Fernandez resides in California.



60. FIGUEROE, CYNTHIA; Plaintiff Cythia Maldonado Figuereo is the biological mother of Plaintiff Anthony Daniel Maldonado and resides in Florida.
61. FILER, CHELSEA; Plaintiff Chelsea Filer resides in California.
62. FOUQUIER, KELLY ANNE; Plaintiff Kelly Anne Fouquier resides in California.
63. FOWLER, JAMIE LYNN; Plaintiff Jamie Lynn Fowler resides in Oregon.
64. FRANCO, DANIEL; Plaintiff Daniel Franco resides in California.
65. FREDRICKSON, NICK; Plaintiff Nick Fredrickson resides in North Dakota.
66. FREY, KURT; Plaintiff Kurt Frey resides in California.
67. FRIGO, JOHNNY JASON; Plaintiff Johnny Jason Frigo resides in Illinois.
68. GAGAN, III., WILLIAM DALE; Plaintiff William Dale Gagan, III., resides in California.
69. GARDNER, ROBERT; Plaintiff Robert Gardner resides in Delaware.
70. GARIBAY, PHILLIPE; Plaintiff Phillipe Garibay resides in California.
71. GARVIN, LEN; Plaintiff Len Garvin resides in Florida.
72. GARVIN, LISA; Plaintiff Lisa Garvin resides in Florida.
73. GEORGE, MICHAEL BRIAN; Plaintiff Michael Brian George resides in California.
74. GEORGE, JOAN C.; Plaintiff Joan C. George resides in California.

75. GIBSON, JESSICA; Plaintiff Jessica Gibson resides in Ohio.
76. GILLINGS, LAURA; Plaintiff Laura Gillings resides in Minnesota.
77. GOMEZ, JOSEPH; Plaintiff Joseph Gomez is the biological father of Plaintiff Gregory Gomez and resides in California.
78. GOMEZ, CRISTINE; Plaintiff Cristine Gomez is the biological mother of Plaintiff Gregory Gomez and resides in California.
79. GOMEZ, GREGORY; Plaintiff Gregory Gomez resides in California.
80. GONZALEZ, IRENA; Plaintiff Irena Gonzalez resides in California.
81. GONZALEZ, EDWARD H.; Plaintiff Edward H. Gonzalez is the biological father of Plaintiff Irena Gonzalez and resides in California.
82. GOODWIN, JR., CHRISTOPHER; Plaintiff Christopher Goodwin, Jr. resides in California.
83. GOODWIN, MARIA; Plaintiff Maria Goodwin is the biological mother of Plaintiff Christopher Goodwin, Jr. And resides in California.
84. GRIFFIN, JAMES;
85. GUMPORT, BENJAMIN; Plaintiff Benjamin Gumport resides in Oregon.
86. HARDNETT, KYLE GARY; Plaintiff Kyle Gary Hardnett resides in Maryland.
87. HAYNES, KERI AMBER; Plaintiff Keri Amber Haynes resides in North Carolina.

88. HEFFNER, ANNE; Plaintiff Anne Heffner resides in Arizona.
89. HELLINGER, SEAN; Plaintiff Sean Hellinger resides in California.
90. HOFFMAN, MELISSA; Plaintiff Melissa Hoffman resides in Arizona.
91. HOFFMAN, LON; Plaintiff Lon Hoffman is the biological father of Plaintiff Melissa Hoffman and resides in Arizona.
92. HOOTEN, SUSAN; Plaintiff Susan Hooten is the biological mother of Chris Cross and resides in California.
93. HOPGOOD, JILLIAN; Plaintiff Jillian Hopgood resides in Illinois.
94. JACKSON, TERESA, on behalf of HEATHER BROOK JACKSON, A Minor Child; Plaintiff Teresa Jackson on behalf of Heather Brook Jackson, A Minor Child, resides in California.
95. JACKSON, TERESA, Individually; Plaintiff Teresa Jackson is the biological mother of Plaintiff Heather Brook Jackson and resides in California.
96. JOHNSTON, BROOKE ASHLEY; Plaintiff Brooke Ashley Johnston resides in Colorado.
97. JOHNSTON, DENISE; Plaintiff Denise Johnston resides in Montana.
98. KATAVE, ARI LAVI; Plaintiff Ari Lavi Katave resides in Texas.
99. KAVA, DUSTIN; Plaintiff Dustin Kava resides in Ohio.
100. KELLEY, ERIC; Plaintiff Eric Kelley resides in New Jersey.

101. KELLEY, DIANA; Plaintiff Diana Kelley resides in New Jersey.
102. KIENY, JANINE BETH; Plaintiff Janine Beth Kieny resides in Arizona.
103. KIESLER, WHITNEY R.; Plaintiff Whitney R. Kiesler resides in Washington.
104. KING, ANDREW; Plaintiff Andrew King resides in California.
105. KING, CHARLES; Plaintiff Charles King resides in Washington.
106. KLEBANOV, DANIEL; Plaintiff Daniel Klebanov resides in California.
107. KROHN, JESSICA; Plaintiff Jessica Krohn resides in Washington.
108. KRUCEK, JULIE; Plaintiff Julie Krucek is the biological mother of Jennifer Chambard and resides in Washington.
109. LAI, SHEILA; Plaintiff Sheila Lai is the biological mother of Plaintiff Kurt Frey and resides in California.
110. LANCASTER, BRENDA; Plaintiff Brenda Lancaster is the biological mother of Plaintiff Scott David Lancaster and resides in Michigan.
111. LANCASTER, SCOTT DAVID; Plaintiff Scott David Lancaster resides in Michigan.
112. LAPICA, SALLY; Plaintiff Sally Lapica is the biological mother of Plaintiff Andrew Lapica and resides in Nevada.
113. LAPICA, ANDREW MONTY; Plaintiff Andrew Monty Lapica resides in Nevada.

114. LAWRENCE, DONNA; Plaintiff Donna Lawrence is the biological mother of Plaintiff Michael Lawrence and resides in Massachusetts.
115. LAWRENCE, MATHEW; Plaintiff Mathew Lawrence resides in Massachusetts.
116. LAWRENCE, MICHAEL; Plaintiff Michael Lawrence resides in Massachusetts.
117. LEE, NATHANIEL; Plaintiff Nathaniel Lee resides in Arkansas.
118. LEE, CHARLES; Plaintiff Charles Lee is the biological father of Plaintiff Nathaniel Lee and resides in Texas.
119. LEHNHARDT, JOANNE; Plaintiff Joanne Lehnhardt is the biological mother of Plaintiff Dustin Kava and resides in Ohio.
120. LOEW, HILLARY; Plaintiff Hillary Loew resides in California.
121. MAGNUS, THYRI; Plaintiff Thyri Magnus resides in Virginia.
122. MAGNUSON, ROBERT; Plaintiff Robert Magnuson resides in Texas.
123. MAHONEY, II., LANCE FREDERICK; Plaintiff Lance Frederick Mahoney, II. resides in California.
124. MAHONEY, SR., LANCE FREDERICK; Plaintiff Lance Frederick Mahoney, Sr. is the biological father of Plaintiff Lance Frederick Mahoney, II., and resides in California.
125. MARTINSON, JOSHUA; Plaintiff Joshua Martinson resides in Minnesota.
126. MCGINN, CLAIRE; Plaintiff Claire McGinn resides in Michigan.

127. MCILVAINE, MATTHEW LEE; Plaintiff Matthew Lee Mcilvaine resides in Oklahoma.
128. MCMANAMAN, DEVON; Plaintiff Devon McManaman resides in Florida.
129. MIGLIACCO, DEVON LEIGH; Plaintiff Devon Leigh Migliacco resides in New Jersey.
130. MILLIKEN, CARL R.; Plaintiff Carl R. Milliken resides in Maryland.
131. MILLIKEN, SANDRA BRESSI; Plaintiff Sandra Bressi Milliken is the step mother of Plaintiff Carl R. Milliken and resides in Maryland.
132. MILLIKEN, DANIEL; Plaintiff Dan Milliken is the biological father of Plaintiff Carl R. Milliken and resides in Maryland.
133. MOLINET, MICHELLE; Plaintiff Michelle Molinet resides in Indiana.
134. MONTALBANO, PATRICIA L.; Plaintiff Patricia L. Montalbano is the biological mother of Plaintiff Bryan Patrick Montalbano and resides in California.
135. MONTALBANO, BRYAN PATRICK; Plaintiff Bryan Patrick Montalbano resides in California.
136. MORRISON, SEAN; Plaintiff Sean Morrison resides in Massachusetts.
137. MOSGROVE, LINDA LOU; Plaintiff Linda Lou Mosgrove resides in California.

138. MOSGROVE, JAMES C.; Plaintiff James C. Mosgrove resides in California.
139. MURRAY, LISA JO; Plaintiff Lisa Jo Murray resides in Colorado.
140. NICOLL, SARA CALINDRA; Plaintiff Sara Calindra Nicoll resides in California.
141. OLDHAM, SHANNAN; Plaintiff Shannan Oldham resides in Texas.
142. OSBORN, PATRICK WILSON; Plaintiff Patrick Wilson Osborn resides in Texas.
143. PATANI, ARIF; Plaintiff Arif Patani resides in Virginia.
144. PENNINGTON, BRIAN; Plaintiff Brian Pennington resides in Texas.
145. PEREZ, CODY LANDON; Plaintiff Cody Landon Perez resides in Tennessee.
146. PERSON, HEATHER; Plaintiff Heather Person resides in California.
147. PETTY, SHERRIE; Plaintiff Sherrie Petty resides in California.
148. PIERCE, JASON RILEY; Plaintiff Jason Riley Pierce resides in Texas.
149. PIERCE, KATHY DIANE; Plaintiff Kathy Diane Pierce is the biological mother of Plaintiff Jason Riley Pierce and resides in Texas.
150. PINK, LANA, INDIVIDUALLY; Plaintiff Lana Pink is the biological mother of Plaintiff Ryan Pink, Deceased and resides in Texas.

151. PINK, LANA, as Personal Representative of the Estate of RYAN CLARK  
PINK, Deceased; Plaintiff Lana Pink as Personal Representative of The Estate of  
Ryan Clark Pink, Deceased resides in Texas.
152. PORTILLOS, RAYMOND; Plaintiff Raymond Portillos resides in California.
153. PRATT, BRIAN; Plaintiff Brian Pratt resides in Washington.
154. QASIM, MARIAM; Plaintiff Mariam Qasim resides in New Jersey.
155. QUINTERO, SILAS M.; Plaintiff Silas Quintero resides in California.
156. RAWSON, DONALD; Plaintiff Donald Rawson is the adoptive father of  
Plaintiff Nicole Rawson and resides in Colorado.
157. RAWSON, SHARON; Plaintiff Sharon Rawson is the adoptive mother of  
Plaintiff Nicole Rawson and resides in Colorado.
158. RAWSON, DONALD, and RAWSON, SHARON on behalf of NICOLE  
RAWSON, A Minor Child; Plaintiffs Donald Rawson and Sharon Rawson on  
behalf of Nicole Rawson, A Minor Child who reside in Colorado.
159. REDMAN, MITCHELL E.; Plaintiff Mitchell E. Redman resides in Ohio.
160. REEDER, JEFFREY D.; Plaintiff Jeffrey D. Reeder resides in Florida.
161. RESNIKOFF, JAKE; Plaintiff Jake Resnikoff resides in California.
162. REYNA, NATASHA C.; Plaintiff Natasha C. Reyna resides in Texas.
163. RICCIUTI, ANGELA; Plaintiff Angela Ricciuti resides in Florida.



164. RICHARDS, PAUL WARREN; Plaintiff Paul Warren Richards resides in Washington.
165. RICHARDSON, SIRENA; Plaintiff Sirena Richardson resides in Florida.
166. ROGERS, RANDALL; Plaintiff Randall Rogers resides in Florida.
167. ROHZEN, ASHLEY JANE; Plaintiff Ashley Jane Rohzen resides in California.
168. ROHZEN, DEBRA J.; Plaintiff Debra J. Rohzen is the biological mother of Plaintiff Ashley Jane Rohzen and resides in California.
169. ROHZEN, ERIC S.; Plaintiff Eric S. Rohzen is the biological father of Plaintiff Ashley Jane Rohzen and resides in California.
170. ROMERO, RICHARD; Plaintiff Richard Romero is the biological father of Plaintiff Irene Romero and resides in California.
171. ROMERO, IRENE; Plaintiff Irene Romero resides in California.
172. RUFINO, CHARLES A.; Plaintiff Charles A. Rufino resides in Florida.
173. RUKSHAN, JONNY UDDIN; Plaintiff Jonny Uddin Rukshan resides in Florida.
174. SALLEE, BENJAMIN; Plaintiff Benjamin Sallee resides in Texas.
175. SALLEE, DAVID, as Personal Representative of the Estate of LANA SALLEE, Deceased; Plaintiff David Sallee as Personal Representative of The Estate of Lana Sallee, Deceased was the biological mother of Plaintiff Benjamin Sallee and resides in Texas.

176. SALLEE, DAVID, Individually; Plaintiff David Sallee is the biological father of Plaintiff Benjamin David Sallee and resides in Texas.
177. SCHNUPP, TIMOTHY; Plaintiff Timothy Schnupp resides in Maryland.
178. SCOTT, BRENDA and SCOTT, ROBERT, as personal representatives of the Estate of JASON R. SCOTT, Deceased; Plaintiffs Brenda Scott and Robert Scott as Representatives of the Estate of Jason R. Scott, Deceased are the parents of Jason R. Scott and reside in Texas.
179. SCOTT, BRENDA, Individually; Plaintiff Brenda Scott resides in Texas.
180. SCOTT, ROBERT L., Individually; Plaintiff Robert L. Scott resides in Texas.
181. SEQUEIRA, CORY; Plaintiff Cory Sequeira resides in Texas.
182. SHIFFLET, LESLEY; Plaintiff Lesley Shifflet resides in Maryland.
183. SHIFFLET, DREW; Plaintiff Drew Shifflet resides in Maryland.
184. SHULMISTER, REBECCA; Plaintiff Rebecca Shulmister resides in California.
185. SJELIN, KENYON; Plaintiff Kenyon Sjelin resides in Virginia.
186. SJELIN, BARBARA; Plaintiff Barbara Sjelin resides in Virginia.
187. SJELIN, CHRIS; Plaintiff Chris Sjelin resides in Virginia.
188. SKINNER, JENNY; Plaintiff Jenny Skinner resides in California.
189. SKINNER, CAROL ANN; Plaintiff Carol Ann Skinner resides in California.
190. SMITH, PATRICIA; Plaintiff Patricia Smith resides in Maryland.

191. SOLIS, IXCHEL; Plaintiff Ixchel Solis resides in California.
192. STARRETT, MICHELLE; Plaintiff Michelle Starrett resides in Ohio.
193. STEPP, SHAWN; Plaintiff Shawn Stepp resides in Ohio.
194. STEWART, LORIN; Plaintiff Lorin Stewart resides in Alaska.
195. STONEBREAKER, JANNA NICOLE; Plaintiff Janna Nicole Stonebreaker resides in Arizona.
196. STURHAN, ERIC LEE; Plaintiff Eric Lee Sturhan resides in Texas.
197. TANG, JEFFRY; Plaintiff Jeffry Tang resides in Virginia.
198. TARTER, ELIZABETH; Plaintiff Elizabeth Tarter resides in Florida.
199. TIMMONS, JR., EARL L.; Plaintiff Earl L. Timmons, Jr. is the biological father of Andrew Timmons and resides in Delaware.
200. TISEVICH, ROSS; Plaintiff Ross Tisevich resides in Nevada.
201. TUTHILL, MARTIE; Plaintiff Martie Tuthill is the biological mother of Kyle Tuthill and resides in Virginia.
202. TUTHILL, KYLE; Plaintiff Kyle Tuthill resides in Virginia.
203. VAN PELT, EDMUND; Plaintiff Edmund Van Pelt resides in Virginia.
204. VARGAS, SONIA on behalf of HALIE ENRIQUEZ, A Minor Child; Plaintiff Sonia Vargas on behalf of Plaintiff Halie Enriquez, a minor child and reside in Texas.

205. VARGAS, SONIA; Plaintiff Sonia Vargas is the biological mother of Plaintiff Halie Enriquez and resides in Texas.
206. VAUGHAN, KRYSTAL; Plaintiff Krystal Vaughan is the biological mother of Plaintiff Steven Harlan Baker and resides in California.
207. VENTURA, MATTHEW; Plaintiff Matthew Ventura resides in Washington.
208. VIEIRA, LIANE; Plaintiff Liane Vieira resides in California.
209. WALMSLEY, RYAN; Plaintiff Ryan Walmsley resides in Kent, England.
210. WALMSLEY, JONATHAN; Plaintiff Jonathan Walmsley is the biological father of Plaintiff Ryan Walmsley and resides in California.
211. WALTER, SAMANTHA; Plaintiff Samantha Walter resides in Texas.
212. WARBASSE, TYRONE L.; Plaintiff Tyrone L. Warbasse resides in Nevada.
213. WASSAM, PASCAL; Plaintiff Pascal Wassam resides in California.
214. WASSAM, MONTSERRAT; Plaintiff Montserrat Wassam resides in California.
215. WEAVER, AARON; Plaintiff Aaron Weaver resides in Ohio.
216. WENZEL, ADAM; Plaintiff Adam Wenzel resides in Washington.
217. WEST, TAMMI; Plaintiff Tammi West resides in Washington, D.C.
218. WESTBROOK, CHAD; Plaintiff Chad Westbrook resides in California.
219. WHITCHURCH, JANEEN; Plaintiff Janeen Whitchurch is the biological mother of Plaintiff Kristen Michelle Whitchurch and resides in Minnesota.

220. WHITCHURCH, KRISTEN; Plaintiff Kristen Whitchurch resides in Minnesota.
221. WILLS, RANDALL; Plaintiff Randall Wills is the biological father of Plaintiff Randall Ferdinand Wills and resides in Louisiana.
222. WILLS, ANA; Plaintiff Ana Wills is the biological mother of Plaintiff Randall Ferdinand Wills and resides in Louisiana.
223. WILLS, RANDALL FERDINAND; Plaintiff Randall Ferdinand Wills resides in Louisiana.
224. WITKIN, DENNY; Plaintiff Denny Witkin is the biological mother of Plaintiff Marc Witkin and resides in California.
225. WITKIN, MARC; Plaintiff Marc Witkin resides in California.
226. WOOD, GREG WILSON; Plaintiff Gregory Wilson Wood is the stepfather of Plaintiff Chase Wood and resides in Maryland.
227. WOOD, TAMMY M.; Plaintiff Tammy M. Wood is the biological mother of Plaintiff Chase Wood and resides in Texas.
228. WOODS, STEPHANIE; Plaintiff Stephanie Woods resides in Indiana.
229. WRIGHT, CAROL; Plaintiff Carol Wright is the biological mother of Plaintiff Elizabeth Anderson and resides in Nevada.
230. WRIGHT, JENNIFER NICOLE LEE; Plaintiff Jennifer Nicole Lee Wright resides in Virginia. and

231. YATES, CONOR. Plaintiff Conor Yates resides in New York.

**B. DEFENDANTS:**

1. **Defendant World Wide Association of Speciality Programs and Schools, Inc.** (“WWASPS”), owned by Defendants Robert B. Lichfield, Brent M. Facer, and Ken Kay, and one of several companies and partnerships used by Lichfield and Facer to promote and facilitate the scheme complained of herein, has made an appearance.
2. **Defendant World Wide Association of Speciality Programs and Schools, L.L.C.**, owned by Defendants Robert B. Lichfield, Brent M. Facer, and Ken Kay, and one of several companies and partnerships used by Lichfield and Facer to promote and facilitate the scheme complained of herein. This Defendant was conducting its business from the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego,
3. **Defendant Robert B. Lichfield** a resident of Toquerville, Utah, a principal in charge of the entire “WWASPS Enterprise,” has made an appearance.

4. **Defendant Ken Kay** of Utah, President of WWASPS; last administrator of Brightway Adolescent Hospital; Member / Manager of R&B Management Group, L.L.C., has made an appearance.
5. **Defendant Cross Creek Center for Boys, L.L.C.**, a “WWASPS Enterprise” associated-in-fact residential school, owned by Robert B. Lichfield, Brent Facer, and Recaf, has answered and is before the Court.
6. **Defendant Cross Creek Manor, L.L.C.**, a “WWASPS Enterprise” associated-in-fact residential school, owned by Robert B. Lichfield, Brent Facer, and Recaf, has answered and is before the Court.
7. **Defendant Cross Creek Outsource Services** is a “WWASPS Enterprise” business, owned by Robert Lichfield and Brent Facer, and conducts its business in the State of Utah. This Defendant was conducting its business from the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego,

8. **Defendant Karr Farnsworth** of Utah (prior President/Trustee of WWASPS in 1998; ownership interest in Cross Creek in 1999), has answered and is before the Court.
9. **Defendant Teen Help, L.L.C.**, which conducts advertising, marketing, solicitation, and admission for the AWWASPS Enterprise@ schools and one of several companies and partnerships used by Lichfield and Facer to promote and facilitate the scheme complained of herein, and 80% owned by Robert and Patricia Lichfield. This Defendant has made an appearance.
10. **Defendant Adolescent Services, Inc. a/k/a Adolescent Services International Transport** is a corporation organized under the laws of the State of Utah with its principal place of business located at 270 E. 855 S, Ivins, UT 84738. This Defendant may be served with process upon its Registered Agent: Tim Waddoups, 270 E. 855 S., Ivins, Utah 84738.
11. **Defendant Adolescent Services International, Inc.** is a corporation organized under the laws of the State of Utah and can be served with process at its principal place of business located at 151 W. Bringham Rd., Ste. 3, St. George, UT 84790-7987.
12. **Defendant AMALFI Coast Investments, Ltd.** is a Limited Partnership organized under the laws of the State of Utah and owned by RBL Management



L.L.C. and the Lichfield Family Trust. This Defendant can be served with process upon its Registered Agent: Robert B. Lichfield, 390 Del Mar Drive, St. George, UT 84790.

13. **Defendant BMF #1, Ltd.** is a Limited Company that is organized under the laws of the State of Utah, and may be served with process at its' business address located at: 1240 E. 100 S., Ste 9, St. George, UT 84790-3072.
14. **Defendant BMF #2, LTD.,** is a Limited Partnership that is organized under the laws of the State of Utah, and may be served with process on its' Registered Agent located at: Brent M. Facer, 321 N Mall Dr. Ste Q101, St. George, UT 84790.
15. **Defendant BMF, Inc.** (Trustee / owner of Teen Help, Inc.). This Defendant may be served by serving Brent M. Facer in St. George, Utah because Brent M. Facer is a principal in charge of the entire "WWASPS Enterprise," the association-in-fact complained of herein, and this Defendant is/was functioning as Facer's alter ego.
16. **Defendant BMF Investments, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah, and may be served with process on its' Registered Agent located at: Brent M. Facer, 321 N Mall Dr. Q101, St. George, UT 84790.

17. **Defendant BMF Management, L.L.C.** is a Limited Liability Corporation organized under the laws of the State of Utah and may be served with process on its' Registered Agent: Wendy Oldroydjk, 321 N. Mall Drive, Suite #Q101, St. George, UT 84790.
18. **Defendant Brent M. Facer** is an individual that resides in the State of Utah, is a principal in the "WWASPS Enterprise" and may be served with process at his home address: 704 S. Anasazi Circle, Washington, UT 84780-2013.
19. **Defendant Brightway Adolescent Hospital** located in La Verkin, Utah (was an admissions hospital for the AWWASPS Enterprise@; closed in March 1998). Process may be served on this Defendant's agent located at its' agent's principal place of business: Robert B. Lichfield, World Wide Association of Specialty Programs and Schools, Inc., 1240 E. 100 S #9, St. George, Utah 84790.
20. **Defendant Browning Academy, Inc. d/b/a Browning Distance Learning Academy** is a corporation organized under the laws of the State of Utah. This Defendant's directors were Karr Farnsworth and Ken Kay and the owners were Robert Lichfield, Brent Facer, and Ken Kay. This Defendant was conducting its business from the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in

charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego,

21. **Defendant The Browning Schools, Inc.** is a corporation organized under the laws of the State of Utah. The owners of this corporation were Robert Lichfield, Brent Facer, and Ken Kay. was conducting its business from the State of Utah. This Defendant may be served with process on its’ Registered Agent: Business Kit Services, L.L.C., 390 Del Mar Drive, St. George, UT 84790. or This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego,

22. **Defendant Casa By The Sea** was a professional association organized under the laws of Mexico, but was conducting its business from the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego,

23. **Defendant Company Support Services, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah, and may be served with process on its' Registered Agent: Robert W. Lichfield, 50 S. State St., Ste A, La Verkin UT 84745.
24. **Defendant Cross Creek Program d/b/a Cross Creek Admissions** is a d/b/a of Defendant Cross Creek Manor, L.L.C. in La Verkin, Utah. Defendant Cross Creek Manor, L.L.C. has made an appearance.
25. **Defendant Cross Creek Outsource Services** was a business located in the State of Utah, conducted business in the State of Utah, and was owned by Robert Lichfield (76%) and Brent Facer (24%). This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire "WWASPS Enterprise," the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield's alter ego,
26. **Defendant Darrington Academy, Inc.** is a corporation organized under the laws of the State of Georgia, and may be served with process on its Registered Agent: Angela Panter, 730 E. 2<sup>nd</sup> St., Ste. 101, Blue Ridge, Georgia 30513.

27. **Defendant Dixie Contract Services, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah, and conducted its business within the State of Utah. This Defendant may be served process by serving its registered agent, Jean Foye, 1240 E 100 S #9, St. George, Utah 84790.
28. **Defendant Dundee Ranch** was a business located in Costa Rica, but was conducting its business from the State of Utah, and owned by Robert Lichfield and Brent Facer. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.
29. **Defendant High Impact** was a business located in Baja, Mexico, but was conducting its business from the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

30. **Defendant Lifelines Family Services, Inc.** is a corporation organized under the laws of the State of Utah and may be served with process on its' Registered Agent: Donnie Ray Musgrove, Jr., 61 N Main, St. George, UT 84770.
31. **Defendant Majestic Ranch Academy, Inc.** is a corporation organized under the laws of the State of Utah, is a "WWASPS Enterprise" associated-in-fact residential school. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire "WWASPS Enterprise," the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield's alter ego.
32. **Defendant Midwest Academy** is a Limited Liability Company organized under the laws of the State of Iowa, is a "WWASPS Enterprise" associated-in-fact residential school. This Defendant may be served with process on its' Registered Agent: Mark R. Adams, 4201 Westown Pkwy., Ste. 250, West Des Moines, Iowa 50266. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of

the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

33. **Defendant Midwest Outsource Services, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah and may be served with process on its’ Registered Agent: Business Kit Services, L.L.C., 390 Del Mar Drive, St. George, UT 84790.
34. **Defendant Morava Academy** was a business in Brno, Czech Republic, and a WWASPS Enterprise@ associated-in-fact residential school located in Brno, Czech Republic, which conducted its business in the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.
35. **Defendant National Contracting Services, Inc.** was a corporation organized under the laws of the State of Nevada, is owned by Robert Lichfield and Brent Facer, and conducted its business in the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah

84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B.

Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

36. **Defendant Narvana Resources, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah, was owned by Robert Lichfield (76%) and conducts its business from the State of Utah. This Defendant may be

served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah

84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B.

Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

37. **Defendant Optimum Billing Services, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah, and may be served with process on its’ Registered Agent at: Derrick Esplin, Optimum Billing Services, L.L.C., 50 S. State St., La Verkin, UT 84745.

38. **Defendant Pacific View Retreat** was a business and AWWASPS Enterprise@ associated-in-fact residential school located in Mexico, but conducted its



business from the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

39. **Defendant Paradise Cove** was a business and AWWASPS Enterprise@ associated-in-fact residential school located in Western Samoa, owned by Robert Lichfield and Brent Facer, but conducted its business in the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

40. **Defendant Patricia E. Lichfield** is a individual residing in La Verkin, Utah, and may be served with process at her home address: 267 W 460 S, La Verkin, Utah 84745.

41. **Defendant Peacox Enterprises, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. This Defendant has appeared.

42. **Defendant Premier Education, Inc.** is a corporation organized under the laws of the State of Utah, and was owned by Robert Lichfield and Brent Facer. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.
43. **Defendant Premier Educational Systems, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. This Defendant may be served process by serving its registered agent, Mandi Robinson, 1240 E 100 S No 9, St. George, Utah 84790.
44. **Defendant R & B Billing, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah, was owned by Robert Lichfield (78%) and Brent Facer (22%), and conducted its business in the State of Utah. This Defendant may be served process by serving its registered agent, Mandi K. Robinson, 1240 E. 100 S #10, St. George, Utah 84790.
45. **Defendant R & B Management Group, L.L.C.** is a Limited Liability Company located under the laws of the State of Utah, and may be served

process by serving its registered agent: Ken Kay, 1240 E. 100 S #9, St. George, Utah 84790.

46. **Defendant RBL #1, Ltd.** is a Limited Partnership organized under the laws of the State of Utah, owned by Robert B. Lichfield and Patricia Lichfield, and conducted its business in the State of Utah and may be served with process at its business address: 1240 E. 100 S. Ste. 9, St. George, UT 84790-3072, or this Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

47. **Defendant RBL #2, Ltd.** is a Limited Partnership organized under the laws of the State of Utah, is owned by Robert Lichfield and RBL Management, L.L.C., and conducts its business in the State of Utah. This Defendant may be served with process on its Registered Agent: RBL #2, Ltd., 881 W. State Rd., Ste 140-212, Pleasant Grove, UT 84062 or this Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in

charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

48. **Defendant RBL Management, L.L.C.** located in St. George, Utah (Owner of RBL #1, Ltd.; Robert Lichfield and Patricia Lichfield are owners). This Defendant is a Limited Liability Company organized under the laws of the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego , or service may be served with process on its Registered Agent: J. Ralph Atkin, P.C., 390 Del Mar Drive, St. George, UT 84790.

49. **Defendant RBL, Inc.** (Trustee / owner of Teen Help, Inc.) is a corporation organized under the laws of the State of Utah and may be served with process at its’ business address: RBL, Inc., 632 E. 300 S., St. George, UT 84770-3822, Phone: 435-628-9109.

50. **Defendant Red River Academy, L.L.C.** located at 2810 Hwy 71 South, LeCompte, Louisiana 71346 (a AWWASPS Enterprise@ residential school;

organized on 09/21/2005). This Defendant is a corporation organized under the laws of the State of Louisiana, and may be served with process on its' Registered Agent: Brent Hall, 2810 Hwy. 71 South, LeCompte, Louisiana 71346.

51. **Defendant Red River Outsource Services, L.L.C.** located in La Verkin Utah, was 76% owned by Robert Lichfield and 34% owned by Brent Facer; had a service contract with Red River Academy; and was conducting its business from the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire "WWASPS Enterprise," the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield's alter ego.
52. **Defendant Red Rock Academy** is a d/b/a of Narvin Lichfield organized under the laws of the State of Utah and is a AWWASPS Enterprise@ residential school, and conducted its' business in the State of Utah. This Defendant may be served with process on its' Registered Agent: Morris Peacock, 63 S 300 E #100, St. George, UT 84770, or may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah

84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

53. **Defendant Red Rock Springs, L.C.** was a Limited Liability Company organized under the laws of the State of Utah, a “WWASPS Enterprise” residential school, and conducted its business in the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego,

54. **Defendant Robert Browning Lichfield Family Limited Partnership** is a Limited Partnership organized under the laws of the State of Utah and conducts its business in the State of Utah, and is a “WWASPS Enterprise” company. Defendant may be served process by serving its registered agent, Patricia P. Lichfield, 1240 East 100 S #9, St. George, Utah 84790, or This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B.

Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego,

55. **Defendant Spring Creek Manor d/b/a Spring Creek Lodge, L.L.C. d/b/a Spring Creek Admissions** is a business operating in the State of Montana, is owned/controlled by Robert Lichfield and Brent Facer, and is conducting its business in the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

56. **Defendant Sunrise Beach** is a business located in Punta Sam, Cancun, Mexico, a “WWASPS Enterprise” residential school, and conducted its business in the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.

57. **Defendant Tranquility Bay** a d/b/a of The Carribean Centre for Change, Ltd., a “WWASPS Enterprise” residential school, owned by Robert Lichfield and Brent Facer, located in Calabash Bay, Jamaica, but conducted its business in the State of Utah. This Defendant may be served by serving Robert B. Lichfield at 317 Lichfield Ln, Toquerville, Utah 84774 or at 1240 E. 100 S #9, St. George, Utah 84790, because Robert B. Lichfield is a principal in charge of the entire “WWASPS Enterprise,” the association-in-fact complained of herein, and this Defendant is/was functioning as Lichfield’s alter ego.
58. **Defendants John Does I through XX** are individuals or entities unknown to Plaintiffs at this time, who were engaged in or responsible for incidents of abuse, neglect, and humiliation toward student Plaintiffs.

## II.

### **JURISDICTION**

1. Jurisdiction of this Court is invoked pursuant to 18 U.S.C. §1965(b) for nationwide jurisdiction or, in the alternative, 28 U.S.C. §1332(a)(1) for diversity of citizenship. The matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.



III.

**VENUE**

1. Venue is appropriate in this Court pursuant to the provisions of 18 U.S.C. §1965(a) or, in the alternative, 28 U.S.C. §1391(a) because several Defendants reside in Utah, and the majority of the wrongful acts complained of occurred in Utah.

IV.

**RELATIONSHIP OF DEFENDANTS**

1. At all times relevant, the Defendants owned, operated, and/or acted as a single business enterprise, or joint venture and acted in concert of action with each and every other named entity Defendant. The facts and law in support of the claim of concert of action, single business enterprise, and joint venture are set out hereafter.

2. The “WWASPS Enterprise,” wherever referred to in this Complaint, means the Defendants named herein, acting jointly to accomplish their common objective, as described in this Complaint.

3. Defendants are sued both individually for their own acts and omissions, as well as for their joint liability where they acted in concert and together with any other named Defendants herein.

V.

**FACTS OF ABUSE**

1. Parent Plaintiffs entrusted their minor children to the control and direction of specific Defendants named herein. Parents sue such named Defendants, as well as the Defendants who acted jointly together to help carry out complained-of acts and omissions. Defendants jointly promoted, advertised, and marketed Defendants' residential boarding schools as a place where children with problems could get an education while receiving instruction and direction in behavior modification for emotional growth and personal development. From the mid-1990's to mid-2000's, student Plaintiffs were placed in the care of at least one of these named schools.

2. Student Plaintiffs, minor children at all times in question, unless stated otherwise, were subjected to physical abuse, emotional abuse, and sexual abuse at various "WWASPS Enterprise"<sup>1</sup> facilities. Such abuses were inflicted on some children for several years. In many instances, the abuse could be accurately described as torture of children.

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<sup>1</sup> Plaintiffs describe Defendants acting together as the "WWASPS Enterprise" not to be confused with Defendant Worldwide Association of Specialty Programs, Inc. and later an L.L.C., referred to as WWASPS.

3. The abuses suffered by each child and the schools they were attending at the time are set forth under each student's fact sheet in Section XVII of this Complaint.

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

## VI.

### **STATEMENTS OF CONDITION: FACTS AND ALLEGATIONS RELATING TO DEFENDANTS' RELATIONSHIPS AND THE IDENTIFICATION OF THE WWASPS ENTERPRISE**

1. The "WWASPS Enterprise" is an association-in-fact of individuals, corporations, partnerships, and d/b/a's united in a concert of action, joint enterprise, and single business enterprise, which are hereafter referred to as a "concert of action."

2. The concert of action complained of herein commenced in the mid-1990's and continues to the present.

3. The purported purpose of the Enterprise was to contract with parents and guardians to place their children in boarding facilities and boarding schools in exchange for the payment of money to the Enterprise.

4. In fact, the entire Enterprise was nothing more than a fraudulent scheme designed to enrich the principals of the Enterprise. Little or no positive benefit was received by either the children or their parents as a result of the boarding school placements and, in fact, great harm and injury were imposed on both the children and the parents.

5. The behavior modification treatment modality, uniformly followed by the Enterprise schools, was permanently injurious to the children and was not approved by any scientifically accepted authorities in this country.

6. The Enterprise, through its principals, skimmed such large amounts of money off the amounts paid by the parents that little was left to provide promised services and care for the children at the boarding facilities.

7. Almost no school was ever staffed by qualified counselors, teachers, or supervisors.

8. The principals of the Enterprise, as known to the Plaintiffs at this time, are Robert Lichfield and Patricia Lichfield; and Brent Facer.

9. The fraudulent scheme to enrich the Enterprise principals, at the cost of parents and with permanent injury to the children, was carried out in the following manner:

A.

**BOARDING FACILITIES AND SCHOOLS**

1. The Enterprise principals from the mid-1990's until today have established or caused to be established a series of boarding schools primarily marketed at parents of troubled children.

2. At any one time and over the years from the mid-1990's to the present, the WWASPS Enterprise has referred to its boarding facilities by various descriptive terms, including “residential treatment centers,” “residential centers,” “boarding schools,” “secure facilities,” “specialty boarding centers,” and “highschool prep schools.”

3. In fact, no WWASPS facility has ever been licensed by any state regulatory authority as a “treatment center.”

4. No WWASPS facility has ever been certified by any state or by the United States Department of Education to grant diplomas or recognized accredited courses for students.

5. Only Cross Creek, also known as Cross Creek Manor, has had any regulatory license. It has been licensed by the State of Utah as a Level Two Secured Facility.

6. Until it was closed, incoming students for the “WWASPS Enterprise” schools were initially sent to Brightway Adolescent Hospital, another WWASPS Enterprise entity, managed by the principals in the WWASPS Enterprise. Plaintiff Parents were told this was for an initial medical evaluation; however, little to no medical evaluation was ever done, and the children received no medical care while at the hospital. Brightway Adolescent Hospital was just another way for the “WWASPS Enterprise” to extract additional money from the parents and was intended to make it appear to the parents that it was a legitimate facility that would provide legitimate evaluations and medical care. It provided neither.

7. In the early years of the WWASPS Enterprise, the named principals directly managed the boarding schools and treatment facilities identified in this Enterprise.

8. The WWASPS Enterprise exercised the control to assign students to various schools, to create new schools, and to close schools, even though the schools operated under various corporate structures and assumed names.

9. When “WWASPS Enterprise” schools, especially those located outside the United States, such as Dundee Ranch in Costa Rica, and in the U.S., such as Spring Creek, have had abuse exposed or have come under scrutiny by local officials

for their inhumane treatment of their residents, and the “WWASPS Enterprise” principals, or the owners and shareholders of that school could not satisfy the local officials, the Enterprise closed the school or simply opened a new facility in the same location or area.

10. In addition to outright ownership, the Enterprise principals in many instances found individuals, frequently their relatives and, in particular, relatives of Robert and Patricia Lichfield, to set up as “owners” of the schools. The Enterprise principals, the Lichfields and Facer, maintained control over the schools by providing purchase and operating funds and facilities to the purported owners in what were in many cases less than arm’s length transactions.

11. In many instances, the Lichfields and Facer, through various entities in the WWASPS Enterprise which they controlled, also owned the properties where the boarding facilities were located and collected rents for their use.

12. Starting in about 2003, the Enterprise principals, the Lichfields and Facer, commenced to transfer legal ownership of their schools to other entities and individuals in exchange for cash and/or loan agreements and/or participating interest in the schools.

13. Principals Lichfields and Facer maintained almost total control over each boarding school by requiring it to enter into management and service contracts by companies owned or controlled by the principals Lichfields and Facer as named herein.

14. The mandatory management and service contracts vested operational control of the schools in the Enterprise principals, who set operating policies, modality of treatments, methods, procedures, and admission policies for each school.

15. The Enterprise, and particularly the Enterprise principals, would not allow the schools to market themselves, but rather each school was required to purchase marketing services from the WWASPS Enterprise.

16. Among the so-called contract services companies and entities used by the Lichfields and Facer to wrongfully enrich themselves and to conceal actual control and ownership were the following:

<b>ENTITY</b>	<b>OWNERSHIP</b>
R&B Billing, LLC	R. Lichfield - 78% B. Facer - 22%
RBL Management, LLC	Robert Lichfield Patricia Lichfield
Horizon Outsource Services	R. Lichfield - 76% B. Facer - 24%



<b>ENTITY</b>	<b>OWNERSHIP</b>
Red River Outreach Services	R. Lichfield - 76% B. Facer - 24%
National Contract Services	R. Lichfield - 76% B. Facer - 24%
Narvana Outsource Services, LLC	R. Lichfield - 76% B. Facer - 24%
Cross Creek Outsource Services	R. Lichfield - 76% B. Facer - 24%
Amalfi Coast, Ltd.	RBL Management, LLC Lichfield Family Trust
RBL #1	R. Lichfield Patrcia Lichfield, Trustees and R. Lichfield Patricia Lichfield
RBL #2	R. Lichfield RBL Management, LLC

17. The minutes of a meeting of the members of R&B Management Group, on April 30, 1998, reflect that WWASPS Enterprise principal Patricia Lichfield had been the prior President of the R&B Management group until May of 1997.

18. It is believed the Enterprise principals also received additional income from their R&B Management contract with Brightway Adolescent Hospital. Brightway was not a hospital at all, performed no clinical evaluations on the incoming children, and rendered no treatment to them. In the meeting minutes for R&B

Management Group on April 30, 1998, Ken Kay, Manager of the fraudulent “hospital,” was present for the meeting and indicated that the Defendant, Brightway Adolescent Hospital, had closed and the business would be dissolved. In the meeting minutes of R&B Management Group on January 7, 2000, Ken Kay was elected Manager of that company.

19. Based on information and belief, R&B Management Group, Inc. and R&B Management, LLC, were owned by WWASPS Enterprise principals, the Lichfields and Facer.

20. R&B Billing, LLC was a collections firm for the “WWASPS Enterprise.” It was also owned 78% by Robert Lichfield and 22% by Brent Facer, directly or through entities they owned. Plaintiff Parents’ payments were sometimes sent to R&B Billing for accounting and deposit purposes.

21. R&B Billing also authorized and issued “referral fees” to Teen Help for the students it referred into the “WWASPS Enterprise.” Teen Help collected the enrollment papers from the parents and sent them to R&B Billing, who assigned the students an identification number.

22. Some of the amounts received by the Lichfields and Facer through their corporate and partnership entities varied over the years; however, from 2003 forward,

it is believed these principal Enterprise Defendants received, among others, amounts of the following nature from the tuition and fees paid by parents:

23. Thirty-three and a third percent of each month's tuition paid by the parents plus a processing fee plus first month's tuition. For example, if the tuition was \$3,000 per month (some tuition was higher and some less), the Enterprise principals, the Lichfields and Facer, would jointly receive:

\$1,000 per month per student for as long as the student remained in a WWASPS schools

\$2,500 processing fee for each new student

\$3,000 as first month's tuition for each new student

24. In the year 2003, the WWASPS Enterprise schools had 2,164 students in attendance.

25. Enterprise principals, the Lichfields and Facer, collected additional money from the individual schools by using a go-between, WWASPS, Inc. and later WWASPS, LLC (owned and controlled by the Lichfields and Facer) to pay for "consulting" work to Adolescent Programming Consulting (\$118,000 in 2004). The Lichfields and Facer also owned Adolescent Programming Consulting.

26. By this method of skimming off the first monies paid by parents, inadequate funds remained to operate the schools. The schools could not and did not

provide competent staff to care for the needs of the children, did not provide decent housing, did not provide proper medical care or counseling, and did not provide the children a reasonable education program while the children were in the boarding schools.

27. In addition to the mandatory services contracts the Enterprise principals imposed on each school, in many cases, the schools were also required to pay rent on the school properties to the Lichfields and Facer through the various companies and partnerships these Defendants controlled. For example:

**SCHOOL PROPERTY**

**OWNERS**

Cross Creek Manor

RBL #1 - a/k/a Amalfi Coast, Ltd. (owned by the Lichfields)

BMF #1 (owned by B. Facer) and through X entity, also owned or controlled by Lichfield and Facer

(Others may have had partial ownership)

Dundee Ranch, now Pillars of Hope, Costa Rica

R. Lichfield directly or through an entity

Carolina Springs

Carolina Honey, owned by the Lichfield Family

28. The Enterprise principals further enriched themselves by requiring each school to utilize the services of Premier Education Services. The Enterprise principals were the primary owners of Premier Education Services during the later years of the operation of the WWASPS Enterprise.

29. Each school was required to pay Premier Education Systems up to 20% of its monthly income. 20% of a \$3,000 per month student tuition yielded another \$600 per month per student, a significant part of which flowed back to the Lichfields and Facer through their ownership interest in Premier Education Systems.

30. The principal WWASPS Enterprise Defendants also enriched themselves by still collecting additional money, as described later, through other entities they owned, such as Teen Help and its various derivatives.

31. Even though the parents of children had contracted for their admission to particular schools where they were to be boarded, the WWASPS Enterprise principals arranged to have all the parents' tuition payments and certain other fees paid directly to themselves (not to the schools) through one of the several companies or partnerships they established for that purpose.

32. Forty to fifty percent of tuition was funded by institutional loans, and most of that money was paid to another entity owned by Lichfields and Facer, called

Browning Academy, who in turn processed the money to another Lichfield and Facer company, such as National Contracting or one of their other “contract services” companies.

33. The parents’ tuition payments, instead of being paid to the schools, eventually worked through the layers of corporate structure and wound up in one of Lichfield and Facer’s corporate entities described in this Section in Paragraph 16 above.

34. What little was left of the tuition money was distributed to the schools.

35. Defendant Enterprise principals Robert Lichfield and Brent Facer were also partners of Defendant Dixie Contract Services, another WWASPS Enterprise entity that provided services to the Enterprise with payment to Lichfields and Facer or to another of the entities they owned. The minutes of a meeting of the members of Dixie Contract on March 19, 1998 indicate Robert Lichfield was serving as President and Brent Facer was serving as Secretary/Treasurer.

B.

### **WWASPS ENTERPRISE MARKETING SCHEME**

1. Most of the boarding schools have had short lives. Because of their failure to comply with their respective state and country licensing and regulatory laws,

because of abuse and mistreatment of children, and because the Enterprise principals drained excessive funds off the top (there was often not enough money to continue the operation), the boarding schools were frequently closed.

2. The exact names and locations of all the WWASPS Enterprise schools are unknown; however, as a result of the above licensing and regulatory issues, child abuse, and lack of funding, many schools, as indicated in this list, have already been closed:

<b>SCHOOL</b>	<b>LOCATION</b>	<b>STATUS</b>
Bell Academy	Terra Bella, California	Closed
Carolina Springs	South Carolina	Open
Casa by the Sea	Ensenada, Mexico	Closed
Cross Creek	La Verkin, Utah	Open
Cross Creek Manor	La Verkin, Utah	Open
Darrington Academy	Blue Ridge, Georgia	Closed
Dundee Ranch	Costa Rica	Closed
High Impact	Baja, Mexico	Closed
Ivy Ridge Academy	New York State	Closed
Majestic Ranch	Northern Utah	Open
Morava Academy	Czech Republic	Closed

<b>SCHOOL</b>	<b>LOCATION</b>	<b>STATUS</b>
Midwest Academy	Iowa	Open?
Pacific View	Mexico	Closed
Paradise Cove	Samoa	Closed
Pillars of Hope	Costa Rica	Open
Red Rock Springs, LLC	Utah	Closed
Red Rock Academy	Utah	Closed
Spring Creek	Montana	Closed
Spring Creek Lodge, LLC	Montana	Closed
Spring Creek Lodge Academy	Montana	Closed
Spring Creek Lodge, Inc.	Montana	Closed
Sunrise Beach	Cancun, Mexico	Closed

3. As a result of the continuous premature closing of WWASPS Enterprise facilities, children were frequently warehoused in already overcrowded boarding centers.

4. In order to maintain and enlarge their self-enrichment scheme, the Enterprise principals, between 1995 and 2007, were continually creating new boarding schools to handle children coming out of schools that had been shut down, and to enlarge the student population and thus their own enrichment.



5. The directors and staffing at new schools were often the same incompetent and untrained directors and staff who had been in charge of or worked at the schools already closed by regulatory authorities or by allegations of serious child abuse. For example:

- a. Dace Goulding moved from Paradise Cove to Casa by the Sea;
- b. Narvin (brother of Robert) Lichfield moved from Carolina Springs to Dundee Ranch;
- c. Jade Robinson moved from Horizon Academy to Bell Academy to Morava Academy in the Czech Republic;
- d. Jay Kay (son of Ken Kay) transferred from Brightway Adolescent Hospital to Tranquility Bay;
- e. Roger Hinton was at Brightway then transferred to Tranquility Bay, then to Royal Gorge, and then to jail; and
- f. Brian Viafanua was a Director at Paradise Cove, then at Cross Creek, and then was at Midwest Academy.

6. In fact, relatives of the Enterprise principals and employees loyal to the Enterprise, even in the face of allegations of child abuse, were often simply moved from one shut-down school to another and then to another. As noted above, Narvin

Lichfield, brother of Enterprise principal Robert Lichfield, following attention from state regulators and investigations at Carolina Springs, South Carolina, assumed the directorship of the Dundee Ranch School in Costa Rica until he was arrested for alleged sexual abuse of children, and the facility was closed (later to reopen as Pillars of Hope).

7. The Defendants and, in particular, the Enterprise principals, waged an aggressive sales and marketing program aimed primarily at self-enrichment.

8. The marketing and sales program was waged with and through a series of corporate and partnership structures, all owned and controlled by the Lichfields and Facer.

9. Around 1995, the Enterprise principals created and owned a marketing company called Teen Help, also known as Teen Help, Inc., Teens in Crisis, and later as Teen Help, LLC. (referred to herein simply as “Teen Help”).

10. Teen Help was owned by RBL #2 LTD (Lichfield 80%) and BMF (Facer 20%).

11. The primary purpose of Teen Help was to sell boarding school contracts to distressed parents of troubled children.

12. Although it often referred to itself as an admissions screening center, Teen Help was in fact engaged in an aggressive and untruthful marketing and incentive-driven sales project.

13. Teen Help had a prominent internet site that reached nationwide and targeted parents with teens in order to place them in “WWASPS Enterprise” facilities. Teen Help sent the “WWASPS Enterprise” residential school enrollment forms to the parents.

14. Teen Help arranged for certain escort service companies to pick the child up, often in the middle of the night, and against the will of the child to transport him/her to Brightway Adolescent Hospital or to a “WWASPS Enterprise” residential school.

15. The majority of Plaintiff Parents in this suit were all enrolled into the WWASPS Enterprise schools, by and through Teen Help, and Teen Help (owned by Enterprise principals Lichfields and Facer) received a share of the monies paid by the parents to have their children at a “WWASPS Enterprise” residential school.

16. When Teen Help was incorporated, WWASPS principal Robert B. Lichfield was the President, and was a director, and when it became an LLC, he was a trustee. Brent Facer was Vice-President, and Patricia Lichfield was Secretary-

Treasurer. Brent Facer was or is a partner in the Teen Help business and also a director of WWASPS, Inc. and trustee of WWASPS, LLC.

17. Joe Atkin, a former Director of the Dundee Ranch School, a “WWASPS Enterprise” school, is the son of J. Ralph Atkin, who was a partner in Defendant Teen Help; and was an initial Trustee of WWASPS, Inc., and owner of the Morava Academy in the Czech Republic before it was closed by authorities.

18. Teen Help and WWASPS, Inc. and WWASPS, LLC advertised with tuition sheets which listed its schools: Dundee Ranch, Ivy Ridge, Carolina Springs Academy, Casa by the Sea, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay and Pacific View Retreat.

19. Additionally, Teen Help’s 1-800 number was advertised as providing financial resources. Defendant WWASPS, Inc. & LLC also marketed with flyers in which it listed the Defendant “WWASPS Enterprise” specialty schools: Academy at Ivy Ridge, Casa by the Sea, Carolina Springs Academy, and Spring Creek Lodge Academy; and behavioral modification programs/schools, Dundee Ranch and Tranquility Bay; and treatment centers: Cross Creek Center and Cross Creek Manor and finally programs for children, Majestic Ranch; and young adult programs, Pacific

View Retreat. This flyer then provided a 1-800 number and a web site of Defendant WWASPS, Inc. or WWASPS LLC at [www.wwasps.org](http://www.wwasps.org).

20. In approximately 2004 the Enterprise principals expanded their sales and marketing program by creating and allowing approximately seven individuals or entities to come into its WWASPS Enterprise and sell or continue selling child placements on behalf of the Enterprise.

21. These seven new marketers, along with Teen Help, sold almost exclusively the WWASPS schools.

22. The marketers were provided sales scripts prepared by and approved by the Enterprise principals Robert Lichfield and Brent Facer. These sales scripts were designed to convince distressed parents, often wrongfully, that their child was gravely disturbed and in desperate need of the treatment, counseling, and behavior modifications that only the WWASPS Enterprise schools could provide. But in fact, the schools provided little or nothing in the nature of treatment, counseling or behavior modification.

23. The salespersons were not trained counselors, and in many instances convinced stressed parents to place a child in WWASPS schools, even though the child may not have required custodial care at all or may have, in fact, needed

treatment, which was not provided by the WWASPS school.

24. The WWASPS Enterprise conducted sales and marketing meetings to foster and stimulate enrollment in their schools.

25. The WWASPS Enterprise, by and through its Enterprise principals, paid its marketing and salespersons money incentives (commissions) to sign parents and their children to new contracts irrespective of whether the child needed the WWASPS school.

26. In addition, in an effort to keep the money flowing to themselves, the Enterprise principals even created policies and procedures to attempt to keep children in their schools past the child's age of 18, even though they had no legal right to force the child to remain. For example, in offshore schools such as Paradise Cove in western Samoa and Pacific View in Mexico, post-18-year-olds were sometimes not permitted to leave the school.

27. Defendants conspired with parents to implement an "Exit Plan," which had the effect of compelling the student to remain at the schools past the student's 18<sup>th</sup> birthday, despite torture and inhumane conditions.

28. The WWASPS Enterprise trained its directors and paid them special recognition and, in addition, paid cash incentives to schools that renewed a child in its

residence after the parents' contract had expired. This was done irrespective of whether the child needed additional or different care.

29. The WWASPS sales troop, for the most part, were paid by the number of heads they recruited. Thus, there was built into the marketing compensation plan an incentive to misstate and misrepresent facts about the facilities to distressed parents, and this they did.

30. What the sales force for the schools told prospective parents, and what the various WWASPS web sites represented, was almost always – and in some cases dramatically – different from what was actually provided and what was outlined in small print enrollment contracts.

31. At all relevant times in question, the WWASPS Enterprise principals were fully aware that misrepresentations were being made and true facts withheld by the marketing and sales force.

32. The WWASPS Enterprise principals were aware and fully understood that such bait-and-switch tactics would, in almost every instance, be effective on distressed parents, particularly those who had finally decided upon a school, had raised hopes, and in many instances had secured loans, both private and public, in order to enroll their children in the WWASPS Enterprise schools.

33. The marketing strategy was devised, encouraged, and promoted by the WWASPS principals, Robert Lichfield, Patricia Lichfield and Brent Facer, and it was fraudulent in every respect. It was done intentionally and was done with a specific design to prey on soft targets in the form of distressed parents.

C.

**WWASPS ENTERPRISE FRAUDULENT CONCEALMENT OF FACTS**

1. Because the WWASPS Enterprise scheme was fraudulent and based in large part on lies, deceit, and misrepresentations, the WWASPS Enterprise practiced an extensive plan of concealment of adverse incidents and facts.

2. Ken Kay was the President of the corporate and partnership entity WWASPS, Inc. and WWASPS, LLC.

3. Defendant Ken Kay, with the knowledge and acquiescence of all WWASPS Enterprise principals, adopted and implemented a public relations shield based on deny, deny, deny. In other words, no matter how bad or egregious the wrongdoing, never admit wrongdoing, even if it involves things such as suicide or a clamp-down by a government regulator.

4. This deny, deny, deny policy was written, implemented, and distributed to directors and managers within the WWASPS Enterprise.



5. By never seeking licensing or certification from various governmental regulators, and by hiding facts when policies and procedures had been questioned by governmental regulators, or the media, or in litigation, the WWASPS Enterprise has concealed the true nature of its fraudulent money making scheme.

6. For example, forty to fifty percent of the parents pay tuition from student loans obtained from various banks and agencies by the parents of the children.

7. However, the WWASPS Enterprise has carefully guarded and concealed the fact from parents, banks, and government regulators that its schools are not certified by any state or governmental regulatory agency. The U.S. Department of Education does not recognize or grant credit to any educational program implemented by the WWASPS Enterprise.

8. While the WWASPS Enterprise has on occasions in the past claimed its schools were certified by the Northwestern Association of Schools and of Colleges and Universities, on information and belief the Plaintiffs state this is a put-up organization operated by an individual named David Steadman in Boise, Idaho, from which he formerly operated as a sham certification program for schools that were not entitled to legitimate certification.

9. The WWASPS Enterprise apparently relies on the fact its “certification”

will be confused with the legitimate school certification organization known as Northwestern Associations of Schools and Universities (almost identical name) located in the State of Washington.

10. The WWASPS Enterprise has concealed its self-enrichment scheme and its abuse of children by threats and intimidation of those who challenge it.

11. The WWASPS Enterprise has frequently leveled threats against its former employees and agents if they continued to tell the truth about the WWASPS Enterprise. Many former agents and representatives of the WWASPS Enterprise have been threatened with lawsuits if they talked about the Enterprise's frauds and abuses.

12. One such lawsuit was against Sue Scheff, which resulted in a Federal Court verdict against members of the WWASPS Enterprise.

13. When parents have attempted to speak out or seek damages against the WWASPS Enterprise, they are often threatened with countersuits for damages or faced actual suits.

14. Even in this very litigation, members of the WWASPS Enterprise have already threatened parents and their lawyers with countersuits and damage suits unless they abandon their claims.

15. When the media have criticized the WWASPS Enterprise by disclosing

its fraudulent and abusive practices, the Enterprise has struck back with actual lawsuits against members of the media.

16. One such lawsuit has been brought against Thomas Houlahan, a United Press reporter from Washington, D.C., who has written about the WWASPS Enterprise's fraud and abuses.

17. The WWASPS Enterprise has also quietened its critics in order to continue to conceal its conduct by actually paying some critics to work within the organization.

18. One such person was Ken Kay, who once made statements in the *Rocky Mountain News* to the effect that the entire organization was a sham staffed by unqualified people who did not know what they were doing and were not helping anyone.

19. Within two weeks, Ken Kay had been hired as President of the corporate entity WWASPS, Inc.

20. In another instance, Marie Peart, a former marketer for WWASPS and Teen Help, admitted she had unlawfully housed WWASPS Enterprise children in the basement of her home, and was quietened when the organization hired her to run one of its programs.

21. Since almost the beginning of its existence, the WWASPS Enterprise has created layers and layers of corporate and partnership structures, designed to insulate the WWASPS Enterprise principals from disclosure and from liability.

22. The WWASPS Enterprise, and particularly the Enterprise principals, have gone to great lengths to conceal the nature of their concert of actions by frequently, both before and after the wrongful conduct alleged herein, and since this lawsuit was filed, destroying, altering, and revising various layers of business structure. This has been evidenced in part by the frequent changes in names for the same entity, providing the same service with the same owners.

23. In addition, the Defendants have created many entities in different jurisdictions in an attempt to hide or circumvent the true nature and structure of this single business enterprise. For example, in a period of only about ten years, Defendants R&B Billing, Inc. was changed to R&B, LLC. There were Utah Companies that became National Contract Services, Inc., a Nevada corporation, which became Cross Creek Outsource Services, which has now become Amalfi Coast, LLC, all owned by Enterprise principals, Lichfields and/or Facer, and all performing essentially the same functions for the Enterprise.

24. During the relatively short period of time that the WWASPS Enterprise

has existed, it has created literally hundreds of separate and distinct companies and partnerships within the Enterprise. It is a virtual spider web of an ever-changing landscape.

25. Many of the corporations within the WWASPS Enterprise have no physical location. Others have non-existent addresses or no address at all. Many of the corporate and partnership entities are located at or near the same address, and a large number of them have shared telephone numbers.

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

27. The above described acts of concealment from parents and regulators, the threats against employees, parents, the media, and other critics, and the layers and layers of corporate and partnership structure are all designed to conceal and obstruct the nature of the WWASPS Enterprise's fraudulent and abusive practices and to attempt to help the WWASPS Enterprise principals evade responsibility and liability for these fraudulent practices.

## VII.

### **RICO VIOLATIONS**

1. Plaintiffs incorporate by reference, as if set forth at length herein, all factual allegations and predicate acts set forth in Sections VI and VIII and elsewhere in this Complaint.

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

- (a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity . . . in which such person has participated as a principal within the meaning of section 2, title 18, United States Code [18 USCS § 2] to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. . . .
- (b) It shall be unlawful for any person through a pattern of racketeering activity . . . to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

- (c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity . . . .
- (d) It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

3. Pursuant to 18 U.S.C. § 2, a “principal” is defined as: “(a) whoever commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal; (b) whoever willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as a principal.” At all relevant times, Defendants Robert B. Lichfield, Patricia E. Lichfield, and Brent M. Facer were principals in this RICO scheme.

4. Pursuant to 18 U.S.C. § 1961(1)(B), “racketeering activity” means “any act which is indictable under any of the following provisions of title 18, United States Code.” The Title 18 provisions for the relevant racketeering activities in this case are Section 1341, mail fraud, and Section 1343, wire fraud:

- A. (Mail fraud), 18 U.S.C. § 1341. Frauds and swindles. “Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or

fraudulent pretenses, representations, or promises, . . . for the purpose of executing such scheme or artifice or attempting to do so, places in any post office or authorized depository for mail matter, . . . shall be fined under this title or imprisoned not more than 20 years, or both. . . .”

- B. (Wire fraud), 18 U.S.C. § 1343. Fraud by wire, radio, or television. “Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or caused to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writing, signs, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20 years, or both. . . .”

5. Pursuant to 18. U.S.C. § 1961(3), at all relevant times, each named Defendant is considered a “person” subject to the RICO Act, which “includes any individual or entity capable of holding a legal or beneficial interest in property.”

6. Pursuant to 18 U.S.C. § 1961(4), at all relevant times, each named Defendant was part of the “Enterprise,” which “includes any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.” For clarity, Plaintiffs have named the RICO enterprise in this case as the “WWASPS ENTERPRISE.” Pursuant to the U.S. Supreme Court, an “associated-in-fact” enterprise can be shown by evidence of an ongoing organization, formal or informal, and/or by evidence that the various



associates function as a continuing unit. Different members may perform different roles at different times, which the “WWASPS Enterprise” individual members often did because they legally formed entities and dissolved them often, as will be outlined below.

7. Pursuant to 18 U.S.C. § 1961(5), “‘pattern of racketeering activity’ is satisfied by at least two acts of racketeering activity, one of which occurred after the effective date of this chapter and the last of which occurred within ten years . . . after the commission of a prior act of racketeering activity.” In other words, the two acts within a 10-year period is satisfied by the complained of facts in this case.

8. The pattern of racketeering activity by this “WWASPS Enterprise” is based on the enrollment and retention of children at the associated-in-fact boarding schools and related programs in order to bilk each Parent Plaintiff and his/her child out of money and property, including, but not limited to, (a) the parent’s monetary investments in his/her child’s education, safety, and welfare; (b) the theft of the value of the minor student’s labor at the boarding schools; and (c) the child’s loss of future earning capacity because he/she was deprived of a proper education and/or received incapacitating physical injuries as a result of Defendants’ conduct.

9. The pattern of racketeering activity by the “WWASPS Enterprise”

includes sending (through the U.S. mail, telephone, and internet) fraudulent literature, advertisements, and information about the associated-in-fact boarding schools and related programs for the purpose of enrolling and retaining children at the different associated-in-fact boarding schools, where children were physically, mentally, and sexually abused and utilized as child labor, instead of providing enhancements and benefits for their welfare, growth, and education, as promised.

10. The WWASPS Enterprise also knowingly and intentionally failed to disclose and knowingly obscured material facts regarding the treatment of the boarded children to the Parent Plaintiffs, and of abuses and deprivation of basic human rights for adequate and sufficient food, water, sleep, and toilet usage at the associated-in-fact schools.

11. The WWASPS Enterprise deliberately misrepresented these material facts through advertisements, brochures, contracts, verbal conversations, letters, memoranda, correspondence, and other documents sent through the U.S. mail, telephone, and internet. These predicate acts are outlined hereafter in Section XVII, as to each Parent Plaintiff.

12. Each set of factual allegations and surrounding circumstances set out in Section XVII for a named Parent Plaintiff constitutes a “racketeering activity”

committed by the WWASPS Enterprise, within a 10-year period. Each racketeering activity has had the same or similar purposes, results, participant-types, victim-types, and methods of commission via mail and/or wire. The same elements of the described racketeering activity have been consistently repeated throughout the fraudulent marketing and sales of placement in each specialty boarding school and related programs.

13. The “pattern of racketeering activity” is formed after the first two Plaintiffs were defrauded after 1997 by mail and/or wire, and as each new Plaintiff is swindled of his/her money and property. Defendants’ pattern of racketeering activity dates from 1997 and continues to the present day, and threatens to continue in the future against currently unknown victims.

14. The scheme devised by the WWASPS Enterprise to defraud Plaintiffs out of their money and property includes, but is not limited to:

A. Bait-and-switch marketing, admissions, and loan processing for the enrollment of children in the WWASPS Enterprise associated-in-fact school(s).

(a) The intended purposes of this conspired bait-and-switch part of the scheme were: (1) to aggressively sell the schools to already vulnerable parents through untruthful and incentive-driven, commission-based techniques rather than through

properly screening as to whether the programs were appropriate for the student applicants, (2) to provide additional funding sources to make it very easy for already desperate and distressed parents to enroll their children into the WWASPS Enterprise associated-in-fact schools, and (3) to back out of the (knowingly false) representations the WWASPS Enterprise made to Parent Plaintiffs only after the parents had completed all the steps to enroll their children.

(b) The WWASPS Enterprise tricked Parent Plaintiffs into applying, and obtaining approval, for private and government-funded educational loans to finance the costs of the students' enrollment. The WWASPS Enterprise websites and the marketing and admissions companies, such as Teen Help, instructed Parent Plaintiffs to list Browning Academy's name and school number when applying for these educational loans, even when the children were not enrolled at Browning Academy. Unbeknownst to Parent Plaintiffs, and although it was represented as the academic program of the associated-in-fact schools, Browning Academy did not even exist physically.

(c) The associated-in-fact schools often did not employ certified teachers and the schools were not recognized by the United States Department of Education, or any other state to provide transferrable high school diplomas.

B. Creation of convoluted ownership of the various support services companies involved with the schools in question.

(a) The intended purposes of this conspired part of the scheme was (1) to provide legal camouflage for the core individuals who actually owned, controlled, and benefitted through these entities and (2) to misrepresent to Plaintiffs and the public that these entities acted independently, when in fact, they did not. It was the same core people, Defendants Robert B. Lichfield, Patricia E. Lichfield, and Brent Facer, who controlled and reaped large income from the ongoing WWASPS Enterprise, even when new companies were continually formed and dissolved.

(b) For example, Robert B. Lichfield, Patricia Lichfield, and Brent Facer owned, controlled and/or benefitted from the various entities associated-in-fact to the WWASPS Enterprise boarding schools because these individuals were either direct members of the associated-in-fact entity or had interest in and would receive distributions from the underlying company that was a named member (owner) of the associated-in-fact entity.

(c) In another example, each associated-in-fact school was set up in a similar fashion. A certain company would own the underlying property under which an associated-in-fact school sits and the school would be set up to pay rent to this entity. The Lichfields and Facer would not necessarily be shown as owners of the

property outright, but rather they would often own or be trustees of the company or entity that was a member of the property-owning entity, to which the rent was paid.

(d) The principal Enterprise Defendants, Lichfields and Facer, further enriched themselves and skimmed huge amounts of money from parent payments by utilizing their relatives, friends, and employees to set up companies and partnerships that appeared to be independent, but were in fact, owned indirectly and/or controlled by the Lichfields and Facer.

(e) Some such persons the Enterprise principals, the Lichfields and Facer, used for this purpose and the entities they were set up in are:

1. Narvin Lichfield, Robert B. Lichfield's brother, was set up to own and run Carolina Springs, Dundee Ranch, Adolescent Services Inc, and Adolescent Services International Transport.
2. Dean Peart and Donna Peart, Robert B. Lichfield's in-laws, were set up to run Majestic Ranch and own Spring Creek Lodge. Dan Peart was also set up as an owner of Premier Educational Systems and as director of Spring Creek Lodge.
3. Lucille Olsen, Robert B. Lichfield's sister, was set up to manage Recaf and be an owner of Spring Creek Lodge. Lucille Olsen also was set up to be director of Spring Creek Lodge.
4. Jeannette Seeley, Robert B. Lichfield's sister, was set up to manage Recaf and be an owner of Spring Creek Lodge; and manage Peacox and Jill-Co.

5. Jason Finlinson, Robert B. Lichfield's brother-in-law, and May Beth Finlinson, Robert B. Lichfield's sister, were set up to work at Casa by the Sea and be an owner of Ivy Ridge Academy.
6. Jean Foye, Robert B. Lichfield's sister, was set up to run Teen Help.
7. Robert (Robby) Lichfield Jr., Robert B. Lichfield's second child, was set up to run Optimum Billing and Company Support Services; Bell Academy; and Horizon Academy.
8. Jay Kay, son of Ken Kay, was set up to run Brightway Adolescent Hospital, Tranquility Bay, then Caribbean Center for Change.
9. Joe Atkin, son of J. Ralph Atkin who is the incorporating attorney for the WWASPS Enterprise entities, was set up to run Dundee Ranch.

(f) Robert B. Lichfield and Brent Facer controlled the flow of money into and out of these entities, through a combination of outright ownership interests, service and management contracts, and personal control.

(g) By controlling the money flowing into and out of the entities associated in fact with these individuals, Robert B. Lichfield and Brent Facer essentially controlled the entity itself.

(h) Most of the following entities are owned outright by the Lichfields and Facer, either directly or through one of their other companies or partnerships.

(i) The other companies are controlled by the Lichfields and Facer as

described above.

<b>CATEGORY</b>	<b>IDENTITY/NAME</b>
Management Companies contracting with the schools	Cross Creek Outsource Services Dixie Contract Services LLC Horizon Outsource Services Narvana Outsource LLC National Contract Services R + B Management Group Red River Outreach Services WWASPS, Inc. WWASPS, LLC
Marketing and Sales Companies for the WWASPS Enterprise schools	Brightway Adolescent Hospital Help My Teen Premier Educational Systems Teen Assist Teen Help Inc. Teen Help LLC Teen Watch USA Teens in Crisis WWASPS, Inc. WWASPS, LLC



CATEGORY	IDENTITY/NAME
Support Services Companies (academics, financial, information, public relations, seminars, transportation)	Adolescent Services Inc (ASI) Adolescent Services International Transport  Adolescent Transport Services International Browning Academy Dixie Contract Services Optimum Billing and Company Support Services Peacock Enterprises Inc. Peacock Enterprises LLC Premier Educational Systems LLC Premier Educational Services R & B Billing Inc. R & B Billing LLC R & B Management Group LLC Second Chance Transportation WWASPS, Inc. WWASPS, LLC

CATEGORY	IDENTITY/NAME
<p>Schools and Facilities, where students were enrolled to pay the above, often shell companies</p>	<p>Academy at Ivy Ridge  Bell Academy  Browning Academy  Carolina Springs Academy  Caribbean Centre for Change Ltd.  Casa by the Sea  Cross Creek Manor  Cross Creek Center for Boys  Dundee Ranch  High Impact  Horizon Academy  Majestic Ranch Academy  Midwest Academy  Morava Academy  New Hope Academy  Oceanside School  Pacific Coast Academy  Pacific View Retreat  Paradise Cove  Pillars of Hope  Red Rock Academy  Red Rock Springs Academy  Red River Academy  Royal Gorge, Midwest Academy  Skyview Academy  Spring Creek Lodge LLC  Spring Creek Lodge Inc.  Star Peak Crossing  Sunrise Beach Academy  Tranquility Bay</p>

CATEGORY	IDENTITY/NAME
Corporate, Partnership, and Trust Owners of other WWASPS Enterprise companies, all owned or controlled by the WWASPS Enterprise principals, Robert and Patricia Lichfield and Brent Facer	Amalfi Coast LLC BMF #1 BMF #2 BMF Management Carolina Honey Div of Corporate Directors ? Lichfield Family Trust Peacock Enterprises RBL #1 RBL #2 RBL Management LLC Recaf Robert Browning Lichfield Family Ltd Partnership

The above entities have been created and dissolved at the whim of the Enterprise Principals to hide the true control, ownership, and monetary recipients of the Enterprise and to make the process of tracking the ill-gotten proceeds (tracing the money) in this RICO scheme very difficult and convoluted to determine by government regulatory authorities and others, whose rights have been violated.

C. Mandatory management and support service contracts signed by all associated-in-fact schools.

The intended purpose of this conspired part of the scheme was to completely control the associated-in-fact schools by core individuals (the Enterprise principals, the Lichfields and Facer) while funneling money to the Enterprise principals through

the convoluted ownership scheme described above. The schools could neither market themselves, nor admit students directly themselves, nor develop their own methods and procedures for care of the children; often they could not make policies or property improvements on their own, nor collect and distribute their accounts receivables by themselves. Each associated-in-fact school could not even negotiate the terms of these very contracts.

D. Centralized collection and distribution first (from Utah) of all gross monthly tuition and fees paid by Parent Plaintiffs to the Enterprise principals (through the management and support services companies) before any amount is released and sent to the school.

(a) The intended purpose of this skimming scheme was to funnel money first and directly or indirectly (through the convoluted ownership scheme described above) to the WWASPS Enterprise principals, the Lichfields and Facer. Initially, through R & B Billing, followed by a long string of “service contract” companies, Lichfield and Facer provided lists of amounts of money to be deducted (taken off the top) from each school’s monthly gross income and distributed for “services” supposedly provided by the Lichfields and Facer’s entities. They were called fees for items such as, management, rent, billing, consulting, processing, admissions, marketing, miscellaneous services, and various unaccounted for fees. After this, any net amount was sent to the specific school, and such amounts were often not enough to feed, take

care of the children, and pay the employees.

(b) For example, from about 2005, a management or contract entity, such as National Contract Services, would be funneled the first month's tuition of \$3500, a processing fee of \$2500, and 33% of the monthly revenue thereafter. These management and contract companies, such as Cross Creek Outsource Services, Dixie Contract Services LLC, Horizon Outsource Services, Narvana Outsource LLC, National Contract Services, R + B Management Group, Red River Outreach Services, WWASPS, Inc., and WWASPS, LLC, were owned, for the most part 78% by Robert and Patricia Lichfield and 22% by Brent Facer.

E. Centralized and centrally controlled marketing, budgeting, policies, and public relations for the WWASPS Enterprise.

(a) The intended purpose of this part of the scheme was to make certain the message and actions of the Enterprise were consistent – the same false message regarding material facts presented and communicated to parents, students, and the public, in attempts to hide wrongdoing from regulators, media, and potential litigants.

(b) First, all Defendants marketed and/or represented that the associated-in-fact boarding schools were suitable for the care, supervision, and benefit of teenagers who have problems of various kinds, including behavior, emotional, and adjustment problems. Defendants represented, misled, and/or allowed Parent Plaintiffs of such

children to believe that the associated-in-fact boarding schools would provide good quality care, supervision, training, education, living facilities, medical and mental health care, and adequate and qualified teachers, supervisors, counselors, and staff.

(c) Defendants represented, misled, and/or allowed Parent Plaintiffs of such children to believe that these associated-in-fact facilities were run professionally and consistently with the primary objective of benefitting and in the best interest of the enrolled students.

(d) However, these WWASPS Enterprise programs were not designed nor operated to provide quality, or even adequate care or programs, as marketed and sold.

(e) Robert B. Lichfield approved the uniform script used by the marketers of the schools, which included false representations about the associated-in-fact schools and programs on the fraudulent pretense that the WWASPS Enterprise schools were properly accredited schools, for which government educational loans could be legally secured. The loans were received and the Lichfields and Facer got their money, but there was no accreditation.

(f) Second, although not “legally” associated with the entities, Robert B. Lichfield’s approval was frequently required for budgets, bonuses to marketers, and funding to construct additional buildings and support operations at many of the

schools.

(g) Third, Robert B. Lichfield created and approved the contracts with Parent Plaintiffs showing the disclaimer that each school was not a treatment facility, but yet in the same document, used the words “behavior modification” and “emotional growth” (words associated with therapy or treatment), to expressly misinform parents as to the kinds of instruction and direction that would be given to their children at the schools (but in fact were not provided).

(h) Fourth, Robert B. Lichfield made the policies for each school on when to close and when to drop students. Robert B. Lichfield set the goals for each school to obtain supportive emails from parents so the WWASPS Enterprise could use them to deal with bad publicity from the press when the abuses and wrongdoings at these schools were leaked and discovered.

(i) When the associated-in-fact schools received bad press or were exposed by an investigation, the WWASPS Enterprise hired a public relations company to deflect and bury, from the public and Plaintiffs, information of abuses and substandard conditions that existed at the various schools, rather than properly investigate the allegations.

F. Obstruction and concealment from parents and the media of substandard conditions that existed at the schools.

(a) An element of this conspired scheme was to first cut off communication between a parent and child with the effect of perpetuating and enlarging feelings of mistrust and lies between them. The intended purpose of this part of the scheme was to minimize, deflect, misrepresent, and misinform vulnerable parents and troubled children as to the standards required in operating a “school” or “treatment center.”

(b) This allowed the core individuals to control and profit, directly or indirectly, by maximizing the money received for each student while minimizing or nullifying any basic services that were to be expected and should have been provided.

(c) This also allowed the WWASPS Enterprise to make false representations and fraudulent pretenses to a parent and his/her child of material facts as to the allegations of poor living conditions, abuses, and services not rendered, with little or no questions asked by, or resistance from, the parents.

(d) The WWASPS Enterprise continued to obtain Plaintiffs’ money and property through the continued racketeering activities of mail and wire fraud.

(e) For example, before a child could be enrolled into a school, the parent would have to agree to not make contact with the child until he/she has achieved certain conditions. Sometimes these conditions were achieved in six months, and



sometimes never.

(f) In addition, an honesty letter was created by the child within 10 days of a child's entrance into a school so that WWASPS Inc., or the successor entity in that function, could later use it with the parent should the student make allegations of wrongdoing or abuse at the school. In this way, WWASPS Inc. could later say to the parents, and did so frequently, that the child was now lying about his/her allegations. And based on the 10-day letter, the parent would continue to pay money to keep the child in the program.

(g) Rather than properly investigate the allegations of wrongdoing, the WWASPS Enterprise's defensive policy was to never admit any wrongdoing and to deny, deny, deny, no matter what evidence was uncovered.

15. In addition to the above described scheme to defraud parents of their money, and in violation of 18 U.S.C. § 1962(a), the Defendants have used and invested their illicit proceeds to perpetuate this fraudulent scheme. The Lichfields and Facer have used their illicit proceeds to organize and dissolve entities to continue their RICO scheme. They have reinvested their proceeds into setting up schools, marketing, support services, management, billing, and transportation entities, all of which affect interstate and foreign commerce and which have the effect, of

suppressing and concealing material facts regarding the incidents of child abuse, theft of property, and the failure to enhance the welfare and education of children at the associated-in-fact boarding schools. This was done, in large part, to enrich the WWASPS Enterprise principals, the Lichfields and Facer, by furthering the goals of recruiting more children to attend their associated-in-fact boarding schools.

16. In addition, and in violation of 18 U.S.C. § 1962(b), the individual Defendants and/or Defendant companies acquired and maintained interest and control of the “WWASPS Enterprise” schools, marketing entities, management entities, billing entities, transportation entities, etc., as explained above under the SCHEME section and in Sections VI and VII of this Complaint, the activities of which affected interstate and foreign commerce.

17. In addition and in violation of 18 U.S.C. § 1962(c), each Defendant participated, directly or indirectly, by association-in-fact with the other Defendants’ affairs through their pattern of racketeering activity, by their creation, dissolution, marketing, management, operation, and ownership of the WWASPS Enterprise entities, as described under the SCHEME section and in Sections VI and VIII of this Complaint. The pattern of racketeering activity dates from the 1990's through the present, and threatens to continue in the future.

18. In addition, and in violation of 18 U.S.C. § 1962(d), each named Defendant has conspired personally or through its individual members, if an entity, to violate 18 U.S.C. § 1962(a), (b), and (c), in their creation, dissolution, marketing, management, operation, and ownership of the WWASPS Enterprise entities, as described in the SCHEME section and in Sections VI and VIII of this Complaint.

19. Plaintiffs have been injured in their property by reason of the Defendants' violations of 18 U.S.C. § 1962 in that Parent Plaintiffs were defrauded out of large amounts of money for the promised care and welfare of their children; and have been required to incur (a) significant costs and expenses attributable to the abuse committed at the associated-in-fact boarding schools; (b) counseling they have been forced to incur as a result thereof; and (c) theft of the value of student Plaintiffs' work and educational opportunities. In absence of Defendants' violations of 18 U.S.C. § 1962(a), (b), (c) and (d), above, these costs and expenses, as well as the theft of Plaintiffs' property, would not have occurred.

20. Under the provisions of 18 U.S.C. § 1964(c), Plaintiffs are entitled to bring this action and to recover herein treble damages and court costs, which includes reasonable attorney fees. To prevent and restrain further RICO violations, the Principal WWASPS Enterprise Defendants, Robert and Patricia Lichfield, should

disgorge all monies realized from their fraudulent racket.

## VIII.

### CONCERT OF ACTION

1. Plaintiffs incorporate by reference as if set forth at length herein all previous facts and allegations set forth above, and assert that all the Defendants named herein are jointly and severally liable for acts and/or omissions under the legal doctrine of concert of action.

2. Each Defendant acted in concert to a common design with the other Defendants and rendered substantial assistance to the other Defendants through their role or integral function in the "WWASPS Enterprise" residential school business to accomplish a tortious result which caused injury to Plaintiffs.

3. To the extent the Defendants acted in concert, they are liable herein, and Plaintiffs assert liability and seek damages from all Defendants both jointly and severally.

4. Upon information and belief, each Defendant played an integral function within the "WWASPS Enterprise", and collectively comprised the WWASPS Enterprise. They are the following Defendants:

1. **Defendant World Wide Association of Speciality Programs**

**and Schools, Inc.** (“WWASPS”), one of several companies and partnerships used by the Lichfields and Facer to promote and facilitate the scheme complained of herein. Used for marketing, public relations, and general coordination of activities.

2. **Defendant World Wide Association of Speciality Programs and Schools, L.L.C.**, one of several companies and partnerships used by the Lichfields and Facer to promote and facilitate the scheme complained of herein. Used for marketing, public relations, and general coordination of activities.
3. **Adolescent Services International, Inc.**, located at 87 North 200 East, St. George, UT, conducted marketing for the “WWASPS” Enterprise.”
4. **Adolescent Services, Inc. a/k/a Adolescent Services International Transport**, located at 87 North 200 East, St. George UT, conducted marketing for the “WWASPS Enterprise’ Schools.
5. **AMALFI Coast Investments, Ltd.**, located in St. George, Utah, owned by the Robert Lichfield Family and used to receive and

pass through funds from other Robert Lichfield companies.

6. **BMF #2, Ltd.**, located in Utah (Trustee/owner of Teen Help, Inc. And Teen Help, L.L.C.).
7. **BMF #1, Ltd.**, located in Utah (conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).
8. **BMF Investments, L.L.C.** is located in St. George, Utah (conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).
9. **BMF Management, L.L.C.** is located in St. George, Utah (conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).
10. **BMF, Inc.**, located in Utah (Trustee/owner of Teen Help, Inc.).
11. **Brent M. Facer** of St. George, Utah, a principal and involved in all parts of the WWASPS Enterprise, as described herein.
12. **Brightway Adolescent Hospital**, located in La Verkin, Utah, was an admissions hospital for the “WWASPS” Enterprise.”
13. **Browning Academy, Inc.**, located at 1240 E 100 S Ste 9, St. George, Utah (owns the student loan registration for student loan

applications at any “WWASPS Enterprise” school and conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).

14. **Casa by the Sea**, located in Ensenada, Mexico (a “WWASPS Enterprise’ associated-in-fact residential school).
15. **Company Support Services, L.L.C.**, located in Utah (was successor to Optimum Billing and conducted accounting services for the “WWASPS Enterprise” and each individual “WWASPS Enterprise” school).
16. **Cross Creek Center for Boys, L.L.C.**, located in La Verkin, Utah (a “WWASPS Enterprise” residential school).
17. **Cross Creek Manor, L.L.C.**, located in La Verkin, Utah (a “WWASPS Enterprise” associated-in-fact residential school).
18. **Cross Creek Program d/b/a Cross Creek Admissions**, located at 150 N State St., La Verkin, Utah (conducted loan assistance and marketing).
19. **Cross Creek Outsource Services**, located in Utah (received and disbursed money between parents, principals, and schools).

20. **Darrington Academy, Inc.**, located in Blue Ridge, Georgia (a “WWASPS Enterprise” associated-in-fact residential school).
21. **Dixie Contract Services, L.L.C.**, located at 158 West 1600 South, #150, St. George, Utah (provided information services for the “WWASPS Enterprise” schools).
22. **Dundee Ranch**, located in Costa Rica (a “WWASPS Enterprise” associated-in-fact residential school).
23. **High Impact**, located in Baja, Mexico (a “WWASPS Enterprise” associated-in-fact residential school).
24. **Karr Farnsworth** of Utah (prior President/Trustee of WWASPS in 1998; ownership interest in Cross Creek).
25. **Ken Kay** of Utah (President of WWASPS; last administrator of Brightway Adolescent Hospital; Manager of R&B Management Group, L.L.C.).
26. **Lifelines Family Services, Inc.**, located in Utah (a “WWASPS Enterprise” associated-in-fact residential school marketing company).
27. **Majestic Ranch Academy, Inc.**, located in Utah (a “WWASPS



- Enterprise” associated-in-fact residential school ).
28. **Midwest Academy**, located in Keokuk, Iowa (a “WWASPS Enterprise” associated-in-fact residential school).
  29. **Midwest Outsource Services, L.L.C.**, located in Utah (a “WWASPS Enterprise” business for Midwest Academy; received and disbursed money between parents, principals, and schools).
  30. **Morava Academy**, located in the Brno, Czech Republic (a “WWASPS Enterprise” associated-in-fact residential school).
  31. **National Contracting Services, Inc.**, located in Nevada (received and disbursed money between parents, principals, and schools).
  32. **Narvana Resources, L.L.C.**, located in Utah (owned by Robert Lichfield and received and disbursed money between parents, principals, and schools).
  33. **Optimum Billing Services, L.L.C.**, located in Utah (successor after R&B Billing, L.L.C., and conducted accounting services for the “WWASPS Enterprise”).
  34. **Pacific View Retreat**, located in Mexico (a “WWASPS Enterprise” associated-in-fact residential school).

35. **Paradise Cove**, located in Western Samoa (a “WWASPS Enterprise” associated-in-fact residential school).
36. **Patricia E. Lichfield** (owner of property for Spring Creek Academy, a principal in the “WWASPS Enterprise,” as described hereafter).
37. **Peacox Enterprises, L.L.C.**, located in St. George, Utah (property managers and/or owners of school properties).
38. **Premier Educational Systems, L.L.C.**, located in St. George, Utah (provided marketing, and academics for the “WWASPS Enterprise”).
39. **R & B Billing, L.L.C.**, located in St. George, Utah (conducted accounting services for the “WWASPS Enterprise” and its schools).
40. **R & B Management Group, L.L.C.**, located in St. George, Utah (provided management operations for the “WWASPS Enterprise”).
41. **RBL #1, Ltd.**, located in St. George, Utah (owner in Dixie Contract Services, L.L.C.; also owned percentages of some school

properties).

42. **RBL #2, Ltd.**, located in Pleasant Grove, Utah (trustee/owner of Teen Help, Inc. and Teen Help, L.L.C.).
43. **RBL Management, L.L.C.**, located in St. George, Utah (owner of RBL #1).
44. **RBL, Inc.**, located in Utah (trustee/partial owner of Teen Help, Inc.).
45. **Red River Academy, L.L.C.**, located at 2810 Hwy 71 South, LeCompte, Louisiana (a “WWASPS Enterprise” residential school).
46. **Red River Outsource Services, L.L.C.**, located in Utah (received and disbursed money between parents, principals, and schools).
47. **Red Rock Academy**, located in Utah (predecessor of Cross Creek Center for Boys, L.L.C., a “WWASPS Enterprise” residential school).
48. **Red Rock Springs, L.C.**, located in Utah (a “WWASPS Enterprise” residential school).
49. **Robert B. Lichfield** of Utah, a principal in the WWASPS

Enterprise and founder of WWASPS, as described herein).

50. **Robert Browning Lichfield Family Limited Partnerships**  
(partnership that owned Carolina Springs Academy property and was an ultimate recipient of WWASPS Enterprise money).
51. **Spring Creek Manor f/k/a Spring Creek Lodge, L.L.C., also d/b/a Spring Creek Admissions**, located in Thompson Falls, Montana (a “WWASPS Enterprise” residential school).
52. **Sunrise Beach**, located in Cancun, Mexico (a “WWASPS Enterprise residential school).
53. **Teen Help, L.L.C.**, located in Utah (one of several companies and partnerships used by Lichfield and Facer to promote marketing and facilitate the scheme complained of herein), and
54. **Tranquility Bay**, located in Calabash Bay, Jamaica (a d/b/a of The Caribbean Centre for Change, LTD., and a “WWASPS Enterprise” residential school).

5. The above Defendants acted together in a concert of action to operate a business enterprise – the “WWASPS Enterprise.”

6. “WWASPS Enterprise” was designed and intended to control every

aspect of soliciting, marketing, contracting, collecting money, assigning and transferring, housing and controlling students in the "WWASPS Enterprise" student residential international program.

7. By performing their respective functions, each Defendant played an integral role in advancing the residential school business of the "WWASPS Enterprise." The "WWASPS Enterprise" had a unity of purpose and design. It was to extract tuition and other monies from parent Plaintiffs by the use of misrepresentations described herein and to conceal abuses of student Plaintiffs as described herein, and through such concealment to facilitate the continued fraudulent collection of money from desperate parents.

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

## IX

### SINGLE BUSINESS ENTERPRISE

1. Plaintiffs incorporate herein all the foregoing facts and allegations and state: All Defendants acted together as a single business enterprise. Defendants did not operate as separate entities, but rather integrated their resources to achieve a common business purpose, therefore Defendants are jointly and individually responsible for the liabilities of all others participating in the WWASPS Enterprise, and incurred in pursuit of that business purpose.

2. Facts supporting the existence of a single business enterprise are outlined in the preceding paragraphs and also include the following elements and facts:

- a) Common employees: In addition to common employees described above, Jay Kay, son of Ken Kay President of WWASPS, after he left the management of Defendant Brightway Adolescent Hospital, then conducted daily operations at The Caribbean Centre for Change Ltd. d/b/a Tranquility Bay.

Narvin Lichfield, brother of Defendant Robert B. Lichfield, conducted the daily operations of Carolina Springs Academy in South Carolina,

and then transferred to Dundee Ranch Academy in Costa Rica, and is the Registered Agent for Adolescent Transport Services International and for Red Rock Academy, now known as Cross Creek, and Cross Creek Manor.

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

- b) Common business name: Each Defendant school has advertised that it was a part of WWASPS, and the Enterprise has marketed and sold its entire program as a set of residential treatment centers and schools operating together as WWASPS.

Many Defendants have adopted only slight variations of WWASPS Enterprise Defendants' names. For example: RBL #1 and #2; R& B Billing, Inc. and LLC; WWASPS, Inc. and WWASPS, LLC; and Cross Creek, Cross Creek, LLC, and Cross Creek Manor.

- c) Services rendered by the employees of one corporation on behalf of another corporation:

All employees worked within the WWASPS Enterprise to promote and enhance the revenues of each other entity, and of the WWASPS Enterprise principals.

For example, at various times, Defendants R&B Billing, Inc., and R&B Billing, LLC invoiced for all the schools.

Defendant National Contract Services collected all the tuition revenues for all the Defendant schools.

Defendant WWASPS provided marketing and public relations for all the Defendant schools.

Defendant Teen Help was initially the exclusive provider of admission processing for all the Defendant schools.

Defendant National Contract Services provided the policies and procedures and methods and techniques for all the Defendant schools.

Defendant National Contract Services, by and through Defendant Teen Help, Defendant WWASPS, and other associated-in-fact marketers, provided all the marketing for the Defendant schools.

- d) Undocumented transfer of monies between parties. For example, Parent Plaintiff Lana Pink paid her son's tuition for attendance at



Carolina Springs Academy by credit card, which was paid through Defendant Cross Creek Manor's credit card vendor account, and provided her a receipt from Defendant Cross Creek Manor.

Most parents with student loans paid tuition not to the school attended by their child but to Defendant Browning Academy, which was not a school at all but simply a collecting address.

On information and belief, large sums of money passed through and from entities owned and controlled by the principal Enterprise Defendants for sham services or no services at all.

- e) Common / shared addresses: As indicated above in Section VI-C at Paragraph 26.
- f) Common business purpose: All Defendants were marketing and soliciting students for the "WWASPS Enterprise" residential schools. All Defendants profited by the flow of parents' money into the WWASPS Enterprise through the various functions they claimed to perform, as previously described in Section VI.
- g) Common profits: All Defendants shared common income and profits from the activities of the Enterprise, as they sliced out their piece of the

parents' payments through management and service contracts, referral fees, compensation, and profits, which they had jointly generated, as described above.

X

### ALTER EGO

1. Plaintiffs incorporate herein all of the foregoing allegations as if restated and state: Defendants and the WWASPS Enterprise were controlled directly through actual corporate and partnership entities or individual ownership by the Enterprise Principals, Robert Lichfield, Patricia Lichfield, and Brent Facer, or were controlled indirectly by partial ownership and/or management contracts with these individuals. Defendants Robert Lichfield and Brent Facer engaged in some or all of following acts:

- a) They used the corporations and partnerships as facades for operations of the dominant stockholder, stockholders, or partners, in this case Robert Lichfield and Brent Facer.
- b) There was a non-functioning of, or limited functions of, named corporate officers, directors, and trustees;
- c) Lichfield and Facer engaged in a siphoning of corporate funds in the manner of skimming off the top, as has been described above;
- d) Lichfield and Facer used corporate and partnership entities in promoting injustice or fraud; and

- e) Robert Lichfield and Brent Facer thus functioned as the alter egos of the corporations and partnerships to which they belonged and of the entire WWASPS Enterprise.

## XI.

### **JOINT VENTURE**

1. Plaintiffs incorporate herein all of the foregoing facts and allegations and state: Defendants collectively, through the WWASPS Enterprise, operated in a joint venture relationship as co-operators of a joint venture for the purpose of enhancing their fraudulent profits, and as such each of the Defendants operating in this joint venture are jointly and severally liable because:

- a. Defendants operated as a joint venture as described above, and combined their respective properties, money, effects, labor, and knowledge to accomplish the venture.
- b. The Defendants shared in the proceeds of the venture, which had a community of interest and common purpose. Operation of the WWASPS Enterprise was a shared function among Defendants. No Defendant could have survived as a viable business without the participation of several other Defendants.
- c. Defendants' resources were integrated for a common business.

d. There was control from the top down within this single Enterprise by the Enterprise principals, as described above.

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

## XII.

### **BREACH OF FIDUCIARY DUTY**

1. Plaintiffs incorporate herein all their prior paragraphs and state: The joint Defendants comprising the "WWASPS Enterprise," and each of the individual schools, owed the student Plaintiffs, who were entrusted to their care, the highest duty of trust and confidence and was required to act in their best interest.

2. The schools' actions and inactions, described herein, violated that relationship when they failed to act with the highest degree of trust and confidence to protect the student Plaintiffs from physical, emotional, mental, and sexual abuse.

3. As minors, unable to care for or make decisions for themselves, and entrusted in the care of the schools named herein, as to each student Plaintiff, these Defendant schools owed a fiduciary duty.

4. By failing to take steps to prevent, detect, and minimize the harm from the incidents of abuse suffered by each student Plaintiff, as described herein, named schools and the principal Enterprise Defendants breached their fiduciary duty to student Plaintiffs.

5. Because all the Defendants named in this case acted jointly as the WWASPS Enterprise, they are all jointly liable for the tortious conduct of the individual schools.

### XIII.

#### **CONSPIRACY AND FRAUDULENT CONCEALMENT**

1. Plaintiffs incorporate herein all their prior paragraphs and state:

2. During the times complained of herein, Defendants all jointly acted in concert with the other Defendants in a pattern and practice to fraudulently conceal the extent and nature of the relationships between them as described in Sections VI and VIII of this Complaint.

3. Defendant members of the WWASPS Enterprise, either individually or through their owners and agents, knew of the physical, emotional, mental and sexual abuse occurring at its boarding schools, but have fraudulently concealed from parents and others through the present day.

4. Defendants have also acted in concert to fraudulently conceal the fact that Defendants engaged in a pattern and practice of stealing the value of student Plaintiffs' labor, forcing them to work several hours per day for the duration of their attendance at the boarding schools, without any compensation whatsoever.

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

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

7. In the absence of this conspiracy and concert of action, public authorities, the media, and others would have issued general and specific warnings to the entire "WWASPS Enterprise" community, and to the parents of the children

in the boarding schools.

8. Had the Enterprise not practiced concealment, and a proper warning been issued, the physical, emotional, mental, and sexual abuse would never have continued. Moreover, the theft of the value of student Plaintiffs' work, deprivation of their educational opportunities, and permanent damage to their future earning capacity, would not have occurred had a proper warning been issued. Thus, Defendants' actions in furtherance of this conspiracy to conceal are a proximate cause of the injury and damages herein.

9. As a part of their conspiracy to conceal the physical, mental, emotional, and sexual abuse of children by the offending teachers, supervisors, and staff, as well as the theft of value of student Plaintiffs' work and their opportunity to receive even a minimally sufficient education, Defendants jointly followed a practice of refusing to investigate suspected abuse despite actual notice and knowledge of the risk.

10. Defendants jointly concealed and failed to aggressively address abuse issues by such actions as failing to promulgate proper and effective policies for the appointment and training of teachers, supervisors, and staff.

11. The "WWASPS Enterprise" together with its owners, officials, and

each individual Defendant school, as pleaded herein, also engaged in a conspiracy to avoid the prosecution of teachers, supervisors, and staff to cover up the physical, mental, emotional, and sexual abuse of minor children suffered in their boarding schools, and the theft of the value of student Plaintiffs' work and educational opportunity.

12. The purpose of this conspiracy was to prevent criminal prosecution, avoid adverse publicity, prevent claims for damages by the numerous children victims and their parents, and to avoid exposure of this conspiracy designed to conceal the claims arising from the crimes of these teachers, supervisors, and staff.

13. Further, the Enterprise principals and the "WWASPS Enterprise," in furtherance of the overall conspiracy engaged in affirmative acts, as described in Sections VI and VIII above, to conceal the existence of this conspiracy, and to conceal acts of fraud, breach of fiduciary duty, negligence, and gross negligence.

#### XIV.

#### **WRONGFUL AND ACTIONABLE CONDUCT OF DEFENDANTS**

1. Plaintiffs incorporate herein all their prior facts and allegations and state: The actionable conduct described in this Section XIV, unless stated otherwise, is alleged against all the Defendants for both their individual acts and



omissions as well as their joint conduct acting in concert within the WWASPS Enterprise.

2. The individual Defendant school directly involved in the infliction of abuse on the student is identified by the student in his or her special statement of facts in Section XVII.

3. The individuals and individual Defendants directly responsible for material misrepresentation of facts to parents are identified by each parent Plaintiff in Section XVIII of this Complaint.

A.

### **NEGLIGENCE**

1. Plaintiffs incorporate by reference all previous allegations above and state.

2. In addition to each Plaintiff's individual allegations of neglect, as described hereafter in Section XVII, the Defendants collectively and jointly acted through the WWASPS Enterprise in breach of their duty to Plaintiffs, for which they are jointly and, where applicable, individually liable to each described Plaintiff.

3. The WWASPS Enterprise and the residential school administrations

hired and supervised the directors, teachers, supervisors, and staff at the various “WWASPS Enterprise” schools and facilities.

4. The directors, teachers, supervisors, and staff at the boarding schools acted upon the delegated authority of the schools and the “WWASPS Enterprise” as their agents.

5. The directors, teachers, supervisors, and staff engaged in the afore-described wrongful conduct while in the course and scope of the individual’s duties at the Defendant schools. Therefore, the entire “WWASPS Enterprise,” as well as the individual schools, are liable for the wrongful conduct of its teachers, supervisors, and staff.

6. The “WWASPS Enterprise” and its schools negligently selected and placed the offending directors, teachers, supervisors, and staff in positions of trust, confidence and authority and in direct, unsupervised contact with minor children, when the Enterprise and/or the Defendant school either had no knowledge of the directors, teachers, supervisors, and staff’s backgrounds or had actual or apparent knowledge of these individuals’ dangerous propensities toward physical, emotional, mental, and sexual abuse of their students.

7. The “WWASPS Enterprise” and its schools failed to establish written

and effective guidelines and procedures to safeguard the children entrusted to it.

8. The “WWASPS Enterprise” and its schools failed to provide proper training to its directors, teachers, supervisors, and staff.

9. The “WWASPS Enterprise” and its schools encouraged, through its pattern and practice, the herein described acts of wrongful and illegal conduct by its agents.

10. The “WWASPS Enterprise” failed to warn Plaintiffs or their families of the offending directors, teachers, supervisors, and staff’s dangerous propensities towards abuse of minor children. Indeed, it was the WWASPS Enterprise’s pattern and practice, and the WWASPS Enterprise’s principals’ modality of practice, to encourage the abusive behavior from the directors, teachers, supervisors, staff, and other students.

11. The “WWASPS Enterprise,” and in particular the schools, were under a duty to disclose the extent of the problem of physical, emotional, mental, and sexual abuse by the directors, teachers, supervisors, and staff towards student Plaintiffs, and the severe psychological problems that would result from such abuse if not properly treated, but failed to make such disclosures.

12. The “WWASPS Enterprise,” and in particular its schools, failed to

notify state and governmental authorities of known and suspected abuse when it was required by law they do so.

13. The “WWASPS Enterprise,” and in particular its schools, failed to provide reasonable supervision of its teachers, supervisors, and staff.

14. The “WWASPS Enterprise,” and in particular its schools, failed to provide adequate staffing to provide a safe environment.

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

16. The “WWASPS Enterprise” and its schools were negligent in adopting and implementing programs specifically designed to induce feelings of helplessness in the student Plaintiffs.

17. The WWASPS Enterprise’s conduct and the conduct of its schools were negligent in their policy to have students who had advanced in the program to higher levels sometimes appointed to indoctrinate and direct new students or less advanced students, while Defendants knew and encouraged advanced level students to psychologically, physically, and sexually abuse other students.

a.

**NEGLIGENT VIOLATIONS OF INTERNATIONAL  
STANDARDS OF CARE OF CHILDREN**

1. The WWASPS Enterprise and the individual schools indicated in Section XVII of the Student Plaintiffs' complaints against School and Facility Defendants, as specified, were negligent and grossly negligent because they violated recommended standards of the rights of children, as set out in The Convention on the Rights of the Child, as adopted by the General Assembly of the United Nations in 1990.

2. The neglect and gross neglect acts include the following:

- a. Where a Student Plaintiff in this case was separated from his or her parents against their will, and without authority of judicial review, the school and WWASPS Enterprise were negligent.
- b. In not permitting direct contact with one or both parents on a regular basis.
- c. In refusing to consider the views of the child in matters affecting the child.
- d. In not allowing the child freedom of expression by subjecting the child to arbitrary interference with his or her privacy.

- e. By subjecting the child to forms of physical and mental violence, injury or abuse, neglect or negligent treatment, maltreatment, and sexual abuse.
- f. By failing to identify, report, investigate, and follow up on instances of child maltreatment.
- g. By failing to provide adequate and special assistance to children with emotional and physical disabilities.
- h. By failing to provide the highest attainable standards of health and facilities for the treatment and rehabilitation of the health of children.
- i. By failing to ensure provisions for necessary medical assistance and health care to the children.
- j. By failing to provide nutritious food and clean drinking water.
- k. By failing to assure periodic reviews of the care being provided to the children and of all other circumstances relating to their placement.
- l. By failing to recognize the right of every child to an education.
- m. By failing to take measures to assure regular attendance at schools.

- n. By failing to administer school and educational discipline in a manner consistent with the child's human dignity and in conformity with the "Convention on the Rights of the Child."
- o. By failing to assure that the education of the child was directed to the development of the child's personality, talents, and mental and physical abilities to the fullest potential.
- p. By failing to assure that the education given in the facilities and schools conformed to the minimum standards that were laid down by the states.
- q. By failing to recognize the right of the child to rest and leisure, to engage in play and recreational activities appropriate to the age of the child, and to participate freely in cultural life.
- r. By exploiting the child in requiring them to work that interfered with the child's education or was harmful to the child's health or physical, mental, spiritual, moral or social development.
- s. By failing to protect the child from all forms of sexual exploitation and sexual abuse.

- t. By inducing or coercing children to engage in any unlawful sexual activity.
- u. By subjecting children to torture or other cruel, inhumane, or degrading treatment or punishment.
- v. By depriving the child or his or her liberty unlawfully and arbitrarily.
- w. By failing to assure that even children deprived of their liberty had the right to maintain contact with his or her family, to correspondence and visits.
- x. By failing to create an environment which fosters the health, self-respect and dignity of the child.
- y. By failing to take appropriate measures to promote physical and psychological recovery and social re-integration of the children.
- z. By failing to treat the children in a manner consistent with the promotion of the children's sense of dignity and worth, so as to reinforce the child's respect for human rights and fundamental freedoms of others.
- aa. By directly and indirectly compelling children to confess guilt.



bb. By failing to respect the privacy of children at all stages of their confinement.

3. The “WWASPS Enterprise” and, in particular, the individual schools constituted a breach of their duty toward student Plaintiffs and they were negligent and a proximate cause of the Plaintiffs’ damages.

4. The Defendants in the WWASPS Enterprise acting jointly, as well as the Defendant schools individually, who also breached their duty to student Plaintiffs, are jointly and individually liable for the neglect described by each student.

5. All neglect described in this Section XIV-A and that neglect described in each student’s allegations in Section XVII was a proximate cause of injury to the student.

B.

**ACTUAL AND CONSTRUCTIVE FRAUD**

1. Plaintiffs incorporate by reference all of the above stated allegations and state:

2. As fiduciaries of student Plaintiffs, Defendants, individually and collectively, acting through the WWASPS Enterprise, owed a duty to parents to

inform parent Plaintiffs of the facts:

- (a) that the schools operated by said Defendants frequently were staffed by unqualified individuals;
- (b) that the schools did not contain sufficient staffing to prevent, detect, and minimize the effects of incidents of abuse;
- (c) that student Plaintiffs were being used for child labor;
- (d) that the schools were below the child safety standards that would reasonably be anticipated;
- (e) that education of their children would be minimal to non-existent;
- (f) that their children would not receive high school diplomas or transferrable credits; and
- (g) that their children may be harmed by the methods used to teach and discipline their children.

3. As shown in Section XVIII of the parent Plaintiffs' individual complaints, none of the above disclosures were made to the parent Plaintiffs.

4. Because the stated adverse facts were true, relevant, and the absence of these adverse facts was relied on by parents, the Defendants had a duty to disclose these conditions.

5. By reason of the failure to make these disclosures to Plaintiffs, and the resulting detrimental reliance thereon, Defendants, individually and the WWASPS Enterprise collectively, are guilty of actual and constructive fraud. The misrepresentations, and misrepresentations by silence, who made them, and the approximate times they were made are set out as to each Plaintiff Parent in Section XVIII of this Complaint.

6. Intentional misrepresentations were repeatedly made by the WWASPS Enterprise Defendants to the Plaintiff Parents in order to induce them to place and maintain their children in the Defendants' facilities.

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

8. In many cases, Defendants in the WWASPS Enterprise actually made the misrepresentations. Where known, they are identified by name in Section XVIII of this Complaint. Other Defendants also either made such representations or knew they were being made by authorized agents and managers within the WWASPS Enterprise.

9. Because all Defendants acted in concert, they are all liable for the misrepresentations alleged herein.

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

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

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

13. Upon information and belief, the Defendants were aware that the harm caused to children at these facilities was so grave that legal authorities, both in the United States and in other countries, had stepped in and shut many of them down.

14. Parent Plaintiffs allege this cause of action against individual

Defendants with whom they dealt, as identified in Section XVIII of this Complaint, as well as jointly the entire WWASPS Enterprise Defendants.

15. Plaintiffs have described each parent's individual allegation herein, described in this Complaint, with documents that were received by certain Parent Plaintiffs from various defendants that contain material misrepresentations that the Parent Plaintiffs relied upon to their detriment. These documents, together with the parents' specific recollections, support the parents' claims for fraud against the Defendants, individually and collectively. Each claim identifies the Defendant who made the misrepresentations, the misrepresentations made to the Parent Plaintiffs in the document, and the parents' reliance upon the misrepresentation to their and their child's detriment.

C.

**BREACH OF CONTRACT/BREACH OF WARRANTY**

1. Plaintiffs incorporate herein all the foregoing facts and allegations previously stated and state:
2. The Defendants named in this suit, operating jointly in a concert of action, referred to herein as the WWASPS Enterprise, collectively induced parents to enter into contractual arrangements to place their children in the WWASPS

organization's schools.

3. Plaintiff parents did not speak with or communicate with all the named Defendants but all Defendants assisted in a concert of action for which they are jointly liable for the breach of contracts and breach of warranty complained of.

4. The specific Defendants that the individual Plaintiff parents did have communications with are identified in Section XVIII of this Complaint.

5. The Defendants named herein accepted student Plaintiffs into the schools operated by them and collected payment from parent Plaintiffs for school tuition, room and board, and "treatment."

6. Defendants did, by both their conduct and verbal statements, expressly and impliedly agree and warrant, in exchange for valuable consideration, to provide good quality child care, schooling, education, treatment, and boarding services in a safe, nurturing environment.

7. Defendants promised that student Plaintiffs would, among other things, not be intentionally or negligently harmed, would receive an education, and would have improved emotional and psychological health, and would experience safe behavior modification treatment.

8. Parent Plaintiffs relied on the claims of Defendants that their children

would be well cared for and properly educated in exchange for payments of money to Defendants.

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

10. The “WWASPS Enterprise” Defendants, both individually and collectively, breached their express and implied contract and warranty to parent Plaintiffs, and also to student Plaintiffs, as third-party beneficiaries. As a result, Plaintiffs were damaged.

D.

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

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

2. Plaintiffs assert that Defendant WWASPS Enterprise and individual Defendants named in this suit, acting together and in concert, are liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 321, under the legal doctrine of failure to act when their prior conduct is found to be dangerous.

Under this doctrine, if an actor does an act, and subsequently realizes or should

realize that he has created an unreasonable risk of causing physical harm to another, he is under a duty to exercise reasonable care to prevent that risk from taking effect.

3. The “WWASPS Enterprise” and individual Defendants were aware that their conduct and that of their agents at the boarding schools created unreasonable risks of physical and psychological harm to student Plaintiffs, but failed to exercise reasonable care to prevent that risk from being carried out, and student Plaintiffs were harmed as a result.

4. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII of the Plaintiff students complaints, as well as the entire WWASPS Enterprise of named Defendants in this suit.

E.

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

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

2. Plaintiffs further assert that Defendant WWASPS Enterprise and the individual Defendants, acting together, and in a concert of action, are jointly liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 322,



under the legal doctrine of duty to aid another harmed by an actor's conduct.

3. Under this doctrine, the Defendants knowing or having reason to know that, by their conduct, whether tortious or innocent, they had caused bodily harm to student Plaintiffs so as to make them helpless and in danger of further harm, were under a duty to exercise reasonable care to prevent such further harm.

4. Defendants failed to satisfy this duty, and never exercised any reasonable care to prevent further harm to student Plaintiffs. Student Plaintiffs were damaged as a result.

5. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII of this Complaint, as well as all the named Defendants acting jointly as the WWASPS Enterise.

F.

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

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

2. Because they acted jointly and in concert, student Plaintiffs assert this cause of action against all the named Defendants in this suit, as well as individually against the schools specifically identified by Plaintiffs herein at Section XVII.

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

4. Defendants were parental surrogates to student Plaintiffs and had a duty not to injure them, either physically or psychologically, but rather to instruct, educate, and promote their physical and psychological well-being consistent with Defendants representations to parent Plaintiffs.

5. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII of this Complaint, as well as the entire WWASPS Enterprise Defendants.

G.

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

1. Student Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that Defendant WWASPS

Enterprise and all the Defendants acting in concert, as the “WWASPS Enterprise,” are liable for actions and/or omissions pursuant to Restatement (Second) of Torts, Section 302B, under the legal doctrine of negligent assumption of risk of intentional or criminal conduct:

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

Restatement (Second) of Torts, Section 302B.

2. Defendant WWASPS and the other Defendants, acting together as the “WWASPS Enterprise,” realized or should have realized that the abusive directors, teachers, supervisors, and staff at the schools posed an unreasonable risk of harm to children, including student Plaintiffs.

3. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII of this Complaint, as well as all the entire WWASPS Enterprise Defendants.

H.

**NEGLIGENT MISREPRESENTATION  
INVOLVING RISK OF PHYSICAL HARM**

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

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

Restatement (Second) of Torts, Section 311.

2. Defendant WWASPS Enterprise and the individual Defendants, acting in concert as the WWASPS Enterprise,” informed parent Plaintiffs that the “WWASPS Enterprise” school would provide a safe and family-oriented environment for their children.

3. However, Defendants’ negligently failed to ascertain and apprise Plaintiffs of the propensity of Defendant schools to physically, emotionally, mentally, and sexually abuse children. WWASPS Enterprise collectively and the other individual Defendants’ representations that the offending teachers, supervisors, and staff were not dangerous to children placed student Plaintiffs in peril, and caused them injury.

4. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII, as well as the Defendants jointly who acted in concert in the WWASPS Enterprise.

I.

**BATTERY**

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

2. Student Plaintiffs assert that the Defendant WWASPS Enterprise and

named individual Defendants identified in Section XVII, acting together as the “WWASPS Enterprise,” are jointly and individually liable for acts and/or omissions under the legal doctrine of battery, which states that an actor is subject to liability to another for battery if (a) he acts intending to cause a harmful or offensive contact with the person of the other or a third person, or an imminent apprehension of such a contact, and (b) a harmful contact with the person of the other directly or indirectly results.

3. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII, as well as the entire WWASPS Enterprise Defendants, who acted jointly.

J.

### ASSAULT

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

2. Student Plaintiffs assert that the Defendant WWASPS Enterprise and the specific identified Defendants, identified in Section XVII, acting together as the “WWASPS Enterprise,” are liable jointly and individually for acts and/or omissions under the legal doctrine of assault, which provides that an actor is subject to liability

to another for assault if his conduct is (a) an attempt, with unlawful force or violence, to do bodily injury to another; (b) a threat, accompanied by a show of immediate force or violence, to do bodily injury to another; or (c) an act, committed with unlawful force or violence, that causes bodily injury to another or creates a substantial risk of bodily injury to another.

3. Some of the Defendants participated directly in assaults upon student Plaintiffs at the boarding schools, while others are liable as principals of the actors who knew about and condoned the assaults upon student Plaintiffs, and failed to take any action to stem that abuse, or they are liable because of their participation in a concert of action that made the assaults possible.

4. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII, as well as jointly against the entire WWASPS Enterprise Defendants.

K.

### **FALSE IMPRISONMENT**

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

2. Student Plaintiffs assert that the Defendant WWASPS Enterprise and

the individual specified Defendants identified in Section XVII, and acting together as the WWASPS Enterprise,” are jointly and individually liable for acts and/or omissions under the legal doctrine of false imprisonment.

3. Defendants either directly committed, knew about, condoned, and/or concealed acts intended to confine student Plaintiffs.

4. That confinement included being locked in boxes or cages, small rooms, and within the boundaries fixed by the managers at the boarding schools, which such acts directly or indirectly resulted in the confinement of student Plaintiffs, who were conscious of the confinement and were harmed by it.

5. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in Section XVII, as well as jointly against the entire WWASPS Enterprise Defendants, who acted jointly and in concert so as to facilitate the false imprisonment.

L.

#### **VIOLATIONS OF THE UTAH TRUTH IN ADVERTISING ACT**

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



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

2. The WWASPS Enterprise; individual schools identified by parents in Section XVIII of this Complaint; Teen Help, Inc. And Teen Help, LLC; WWASPS, Inc., WWASPS, LLC, Lifetime Family Services, Cross Creek Admissions, and Spring Creek Admissions, violated one or more of the provisions of Section 13-11a - 3(1)(b), (c), (l), (g), and (t) of the Utah Code.

3. Notice as required by this Code has been previously given to the WWASPS Enterprise, by and through notice to Cross Creek, WWASPS and Teens

in Crisis. WWASPS is a primary marketing facilitator and coordinator of all the marketing services complained of herein. The noticed Defendants acted individually and jointly with and as agents for and on behalf of the WWASPS Enterprise in its concert of action.

4. Plaintiff parents are entitled to recover all damages afforded for violations of the Utah Truth in Advertising Act.

M.

**GROSS NEGLIGENCE AND EXEMPLARY DAMAGES**

1. The “WWASPS Enterprise” and the individual Defendants named herein, both individually and collectively, expressly and by their acts, have accepted and ratified the wrongful and injurious conduct described herein.

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

3. Actions and omissions of the “WWASPS Enterprise” collectively and named Defendants, individually at the time and on the occasions in question, are the

result of willful and malicious or intentionally fraudulent conduct to bilk parent Plaintiffs out of their money, and pursuant to Utah Code Ann. § 78-18-1, parents are also entitled to recover exemplary damages.

4. As a result, both Plaintiff Students and Parents are entitled to recover exemplary damages.

## XV.

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

1. Descriptions of some damages suffered by student Plaintiffs are set out in Section XVII at each student's claim. Their damages also include, but are not limited to, the following:

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

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

4. Plaintiffs have experienced both physical and psychological pain and suffering and mental anguish in the past and in all reasonable probability will

sustain physical and psychological pain and suffering in the future as a result of their injuries.

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

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

7. In the instances of child forced labor, as described by a Plaintiff, in Section XVII of this Complaint, said Plaintiffs were injured in their property because they were robbed of the value of their forced child labor at the boarding schools, as well as the value of even a minimally sufficient education, and the loss of past and future earnings because of the injuries they incurred at Defendant's schools.

8. Plaintiffs seek restitution for their actual damages from all Defendants, jointly and severally, in an amount to be shown according to proof.

9. Student Plaintiffs seek punitive damages from the individual schools

inflicting their abuse and from the WWASPS Enterprise principals identified herein in an amount to be shown according to proof in order to punish and deter the outrageous conduct taken in heedless and reckless disregard for the safety of Plaintiffs in violation of the laws of the State of Utah and other jurisdictions where Plaintiffs were abused.

## XVI.

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

Individual parents' damages are set out in part at Section XVIII of this Complaint. Additionally, their damages include, but are not limited to, the following:

1. Plaintiff parents seek restitution for their actual damages in an amount to be shown according to proof.
2. For Defendants' RICO violations, Plaintiffs' parents seek treble damages and court costs, which includes reasonable attorney's fees, and the disgorgement from the WWASPS Enterprise principals of all profits received from the operations in violation of RICO.
3. For Defendants' gross negligence and fraudulent concealment, Plaintiffs' parents seek punitive damages.

4. Parent Plaintiffs seek their damages from Defendants, both jointly and individually where it acted alone, for their joint conduct.

XIX.

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

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

XX.

**STATEMENTS TO THE COURT**

1. Plaintiffs plead delayed discovery of their claims against Defendants despite the exercise of reasonable diligence on their part, thus tolling the statute of limitations.

2. Plaintiffs plead delayed discovery of the harm caused by physical, emotional, mental, and sexual abuse by the teachers, supervisors, and staff and the delay in treatment despite the exercise of reasonable diligence on their part, thus tolling the state of limitations.

3. Plaintiffs plead fraud and fraudulent concealment of this fraud on the part of all Defendants, thus suspending the running of limitations as to all claims.

4. Plaintiffs plead fraudulent concealment of facts under Defendants' control as to all Defendants, giving rise to this lawsuit against these Defendants, thus suspending the running of limitations against these Defendants.

5. Plaintiffs plead breach of fiduciary duty, including duty to disclose, against all Defendants, thus suspending the running of limitations against all Defendants.

6. Plaintiffs plead a concert of action, single business enterprise, and joint venture by the "WWASPS Enterprise" Defendants, and a conspiracy to conceal negligence, conspiracy to commit fraud, to fraudulently conceal the acts and the existence of the fraud and conspiracy against all Defendants, thus suspending the running of limitations against all Defendants.

7. Student Plaintiffs plead that they were under the age of majority at the time the causes of action accrued, thus tolling the statute of limitations as to all claims.

8. Plaintiffs plead repressed memory of sexual abuse at the time the causes of action accrued, thus tolling the statute of limitations as to all sexual abuse claims.

9. Plaintiffs allege that the actions of all Defendants, because of their



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

XXI.

**JURY DEMAND**

Plaintiffs hereby request and demand a trial by jury.

XXII.

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

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

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

Respectfully submitted this 15<sup>th</sup> day of January, 2010.

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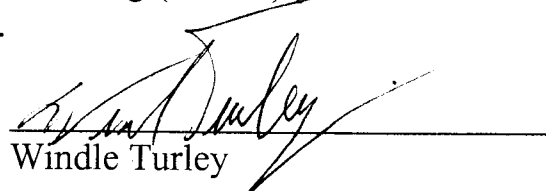
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ATTORNEYS FOR PLAINTIFFS

**CERTIFICATE OF SERVICE**

All counsel of record are listed as E-filers with this Court, and as such will be provided with the Court's Notice of Electronic Filing ("NEF") pursuant to CM/ECF Administrative Procedures Manual II (h)(4).



Windle Turley