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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

**Case assigned to
Judge** *DMH DAN*

FILED

LOS ANGELES SUPERIOR COURT

MAY 27 2005

JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK

BY

J. SUNGA, DEPUTY

JOAN GEORGE; MICHAEL GEORGE; JOEL)
SNIDER; CATHY PETERSHACK;)
GREGORY GOMEZ; CRISTINE GOMEZ;)
NANCY MOSER; BRIAN MOSER; KERRY)
LAYNE BROWN JR; TERRY CAMERON;)
AARON GREENBARG; PHILLIP)
GREENBARG; DIANA KELLEY; ERIC)
KELLEY; DAVID LaMATTINA; PATTI)
LaMATTINA; JUDY LUCK; PAUL MIKLES;)
DONNA WATSON; EVAN REICHERT;)
KIMBERLEY HANSEN; PAIGE HANSEN;)
CHRISTOPHER GOODWIN; CHRISTOPHER)
GOODWIN, JR; BRANDON GREENINGER;)
MARSHALL GREENINGER)

Plaintiffs,

vs.

WORLDWIDE ASSOCIATION OF)
SPECIALTY PROGRAMS, a Utah corporation)
and THE CARIBBEAN CENTER FOR)
CHANGE, LTD a/k/a TRANQUILITY BAY,)
TEEN HELP, a Partnership; SPRING CREEK)
LODGE; CASA BY THE SEA, a Mexico)
corporation; DUNDEE RANCH ACADEMY, a)
Costa Rica corporation; CAROLINA SPRINGS)
ACADEMY, a South Carolina corporation;)
ACADEMY AT IVY RIDGE; CROSS CREEK)
CENTER FOR BOYS, a Utah corporation;)
RESOURCE REALIZATIONS, a Utah)
corporation; HIGH IMPACT, a Mexico)

Case No. **BC334202**

COMPLAINT FOR:

1. **NEGLIGENCE;**
2. **NEGLIGENT CHILD ABUSE;**
3. **BREACH OF CONTRACT;**
4. **FRAUD;**
5. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
6. **BREACH OF FIDUCIARY DUTY;**
7. **FALSE IMPRISONMENT;**
8. **ASSAULT AND BATTERY;**
9. **NEGLIGENT MEDICAL CARE;**
10. **CONSPIRACY;**

DEMAND FOR JURY TRIAL

CIT/CASE: BC334202 LEA/MEF#:
RECEIPT #: CCH280104062
DATE PAID: 05/27/05 09:05:44 PM
PAYMENT: \$299.50
RECEIVED: 0310
CHECK: 299.50
CASH:
CHANGE:
CARD:

LAW OFFICES OF HENRY I. BUSHKIN
1925 Century Park East, Suite 500
Los Angeles, CA 90067

1 corporation and DOES 1 through 50, Inclusive.)
2)
3 Defendants.)
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1 Plaintiffs hereby alleges as follows:

2 BACKGROUND INFORMATION

3 1. Defendants Worldwide Association Specialty Programs (hereinafter "WWASP") and
4 Robert B. Lichfield, operate private, for profit, detention facilities for juveniles.

5 2. This complaint is brought by the named Plaintiffs, which include both parents of
6 former students and the former students themselves, to obtain redress for the systematic frauds,
7 deceit, violence, and other corrupt and unlawful practices perpetrated upon parents and their minor
8 children for the financial benefit of the Defendants.

9 3. Defendants use the term "students" for the juveniles in their custody. The term
10 "student" or "students" is used with reservations, for the convenience of the reader.

11 4. At all times relevant to this action, WWASP and the individual Defendant advertised
12 and promoted the Defendant Institutions as "Specialty Boarding Schools" where, "in addition to
13 academic curriculum, students receive instruction and direction in behavior modification, emotional
14 growth, and personal development".

15 5. It is estimated that the Defendants' gross annual revenues exceed \$90 million. Little or
16 no money is used by Defendants for educational purposes.

17 6. Promotional videotapes and literature provided to minor Plaintiffs and their parents
18 featured pictures of idyllic facilities and surroundings and described many field trips and other
19 recreational activities. These promotional materials indicated that students would receive an
20 education from an "accredited institution", as well as instruction in music and foreign languages.
21 Students would be in "good hands", where they could not be hurt or hurt themselves".

22 7. These programs promised and extolled high standards. Inappropriate behavior was
23 "confronted and redirected", while appropriate behavior was reinforced and rewarded by a merit
24 system. The programs also promoted their TASK seminars entitled "Teen Accountability", "Self
25 Esteem" and "Keys to Success" aimed at enhancing self-esteem, honesty, accountability, integrity,
26 trust, leadership, etc. The Teen Accountability Seminar was described as focusing on being
27 accountable for life choices and making responsible decisions. High impact seminars were designed
28 to challenge the troubled students regarding their overall program results.

1 8. The Plaintiff parents in most every instance were confronted with children with either:
2 academic problems; alcohol or drug problems; psychological problems; Attention Deficit Disorder
3 ("ADHD") issues; criminal and/or emotional problems.

4 9. Most Plaintiff parents selected Defendant WWASP programs on the strength of their
5 advertising. WWASP offered the solutions most parents were seeking. Those solutions included
6 behavior modification, emotional growth courses, wholesome recreational activities and academic
7 programs in scenic idyllic surroundings. WWASP portrayed themselves as a highly professional
8 organization, operating many facilities, where they were fully capable of handling behavioral,
9 alcohol, drug and psychological problems with "an incredible success rate".

10 10. The Plaintiff parents were persuaded by the representations of the WWASP
11 Defendants that their children would receive the care, education and therapy necessary to correct the
12 problems that caused the Plaintiff children to be sent to the WWASP Institutions. The children were
13 to be in a "safe, highly structured and organized environment". Most Plaintiff parents were
14 desperate for help for their children.

15 11. The advertised treatment of the students is wholly false. Defendants use coercive
16 persuasion to force students to be cooperative. Beating, terrorizing, mocking, or restraining students
17 are daily occurrences at Defendant Institutions. At all times herein the Defendants maintained
18 "plausible deniability" of their own culpability in these violent abuses when confronted by civil
19 authorities.

20 12. The Defendants operate what amounts to private prisons in which minors are subjected
21 to physical and mental tortures that would find no acceptance in any civilized society.

22 13. Students who fail to comply with the instructions of staff members of the Defendant
23 Institutions are subjected to loss of some or all privileges and beatings by staff members. Chemical
24 sprays and drugs are used regularly to control disobedient students. Solitary confinement,
25 observation placement ("OP") and work sheets are some of the forms of discipline used to control
26 the students.

27 14. Communication between students and parents is not allowed for lengthy periods of
28 time. Students are told that their parents know what is being done to them and their parents do not

1 want them. They are also told that the parents approved of the abusive treatment. Thus, students are
2 conditioned not to say anything to their parents. They are conditioned to fear their own parents just
3 as they do the staff members.

4 15. There are physical measures to prevent any escape or unauthorized entry into the
5 various Defendant Institutions. Defendants reward students who told on others who might have
6 plans to escape.

7 16. Defendants in their promotional literature proclaim their various institutions have
8 "Staff Nurses." This is a fraudulent claim used by the Defendants to deceive parents into believing
9 that WWASP Institutions have personnel and procedures to protect the health of students. To the
10 extent that some person called a "staff nurse" is employed, this person does not provide the medical
11 care that would ordinarily and customarily be the minimum care required to provide for the basic
12 health needs of the students.

13 17. Defendants intentionally use the combination of fatigue, harassment, poor food, lack of
14 bathroom breaks, and extreme exercise to overtax the immune systems of students within their
15 custody, to cause exhaustion and illness. Exhaustion, illness, and physical injury are simply used as
16 tools in Defendants' arsenal of weapons used for coercive persuasion.

17 18. Defendants systematically deprive students in their custody of contact with the outside
18 world. All incoming and outgoing mail of the students is censored by the Defendants' staff.

19 19. The Defendants systematically deprive students in their custody of the benefits of
20 education, while fraudulently representing to parents that they are providing a satisfactory education
21 to the students.

22 20. Defendants go to great extremes to convince parents to use Defendants escort services
23 to bring students to and from the various Defendant Institutions.

24 21. "Escorts" used by Defendants are in most cases staff members from Defendant
25 Institutions, who arrest, detain, and transport students to and from the Defendant facilities in such
26 manner that the child is deprived of liberty from the time that the child is seized by the escort
27 service. WWASP portrays these services as "providing highly trained professionals who are capable
28 and competent to provide safe and effective transport for your children".

22. Not one Defendant Institution is accredited by a sanctioned agency. The accreditation is done by a WWASP affiliated corporation, North Western Accreditation located in WWASP offices.

IDENTIFICATION OF THE PARTIES

23. Plaintiff Michael George is the son of Plaintiff Joan George. Michael George was enrolled at Casa By The Sea from October 1, 1999 to March 4, 2001. Both Plaintiffs George reside in Pacific Palisade, California.

24. Plaintiff Gregory Gomez is the son of Plaintiff Cristina Gomez. Gregory Gomez was enrolled at Spring Creek Lodge from August 6, 2000 to May 6, 2001. Gregory Gomez was enrolled at Tranquility Bay from May 7, 2001 until December 6, 2001. Both Plaintiffs Gomez are residents of the State of California.

25. Plaintiff Christopher Goodwin is the father of Christopher Goodwin, Jr. Plaintiff Christopher Goodwin, Jr. was sent to Casa By The Sea from October 17, 1999 through May 26, 2000. He was then transferred to High Impact until June 17, 2000. He was next transferred to Cross Creek Manor until July, 28 2000. Both Goodwins reside in the State of California.

26. Plaintiff Patti LaMattina is the mother of David LaMattina. Plaintiff David LaMattina was sent to Casa By The Sea from July 12, 1999 through May 21, 2001 and then transferred to Spring Creek Lodge from May 21, 2001 until December 21, 2001. Both of these Plaintiffs reside in the State of California.

27. Plaintiff Marshall Greeninger is the father of Brandon Greeninger. Plaintiff Brandon Greeninger was sent to Casa By The Sea from August 9, 2000 until August 25, 2003. Both of these Plaintiffs reside in the State of California.

28. Plaintiff, Joel Snider is the son of Cathy Petershack. Joel Snider was enrolled at Dundee Ranch Academy from August 7, 2002 to May 22, 2003. Joel Snider is a resident of the State of Wisconsin. Cathy Petershack is a resident of the State of Wisconsin.

29. Plaintiff Diana Kelley is the mother of Plaintiff Eric Kelley. Eric Kelley was enrolled at The Academy at Ivy Ridge from October 2002 through April 2003. Both Plaintiffs Kelley are residents of the State of New Jersey.

1 30. Plaintiff Kerry Layne Brown Jr. ("Brown") was "evaluated" at Brightway Adolescent
2 Hospital on or about February, 1997 and then sent to Tranquility Bay until November 15, 1997.

3 Terry Cameron is the mother of Brown. Both Brown and Terry Cameron reside in the State of Utah.

4 31. Dr. Phillip Greenbarg is the father of Aaron Greenbarg. Aaron Greenbarg was sent to
5 Spring Creek Lodge and Tranquility Bay from December, 1998 until April, 2001. Both Phillip and
6 Aaron Greenbarg reside in the State of Florida.

7 32. Judy Luck is the mother of Paul Mikles. Plaintiff Paul Mikles was sent to Tranquility
8 Bay from June, 2000 through December, 2001. Both Luck and Mikles reside in the State of Illinois.

9 33. Donna Watson is the mother of Evan Reichert. Plaintiff Evan Reichert was sent to
10 Carolina Springs Academy from January 9, 2001 until August 7, 2001. He was then transferred to
11 the WWASP facility, High Impact, located in Baja, California, Mexico. He was at that facility for
12 92 days. Reichert was then transferred back to Carolina Springs Academy until February 4, 2002.
13 Both Watson and Reichert reside in the State of Florida.

14 34. Kimberley Hansen is the mother of Paige Hansen. Paige Hansen was sent to Casa By
15 The Sea from March 30, 2002 until May, 2003. Both Kimberley and Paige Hansen reside in the
16 State of Washington.

17 35. Plaintiffs Nancy and Brian Moser are the parents of Alex Palmgren. Palmgren was at
18 Defendant Dundee Ranch Academy until May 24, 2003. Both Plaintiffs reside in the State of Illinois.

19 36. The Worldwide Association of Specialty Programs is a corporation doing business in
20 the State of California organized under the laws of the State of Utah with its principal place of
21 business in St. George, Utah. It is an umbrella, organization controlling and regulating all Teen Help
22 programs. It is the alter ego of each and every other named entity Defendant, being under the
23 control of and responsible to a centralized governing group controlled by Lichfield.

24 37. Teen Help is a corporation organized under the laws of the State of Utah and doing
25 business in the State of California. It is the alter ego of each and every other named Defendant,
26 Robert B. Lichfield being its general partner, and answers to a centralized governing group
27 controlled by Lichfield. It purports to help the parents of troubled adolescents find placement in
28 appropriate treatment centers, but, in practice, only refers parents to its own Institutions. It is the

1 Defendants' marketing arm to recruit adolescents to the various Defendant Institutions.

2 38. Spring Creek Lodge is doing business within the State of Montana and the State of
3 California. It is the alter ego of each and every other named Defendant, being under the control of
4 and responsible to a centralized governing group controlled by Lichfield. It is one of many
5 Institutions owned and operated by the Defendants where adolescents are impounded, tortured,
6 berated, brainwashed, and otherwise abused by the Defendants. In early February, 2005, Keith
7 Wood, a staff member of Spring Creek Lodge, was involved in shooting a man seven times and then
8 turning the gun and killing himself.

9 39. Academy at Ivy Ridge is doing business within the State of New York and the State of
10 California. It is the alter ego of each and every other named Defendant, being under the control of
11 and responsible to a centralized governing group controlled by Lichfield. It is one of many
12 Institutions owned and operated by the Defendants where adolescents are impounded, tortured,
13 berated, brainwashed, and otherwise abused by the Defendants. Currently, the New York State
14 Attorney General is investigating numerous allegations of abuse against this institution. Jason
15 Finlinson and George Tulip, the director and assistant director are also being investigated.

16 40. Casa By The Sea is doing business in Ensenada, Mexico and in the State of California.
17 It is the alter ego of each and every other named Defendant, being under the control of and
18 responsible to a centralized governing group controlled by Lichfield. It is one of the many
19 Institutions owned and operated by the Defendants where adolescents are impounded, tortured,
20 berated, brainwashed, and otherwise abused by the Defendants. Recently, the Mexican Government
21 sent 564 children back to the United States after closing this Institution. The authorities found there
22 were no qualified medical personnel on the staff and found that no records were being kept of the
23 children.

24 41. High Impact was doing business in Baja, California, Mexico. It is the alter ego of each
25 and every other named Defendant, being under the control of and responsible to a centralized
26 governing group controlled by Lichfield. It is one of the many Institutions owned and operated by
27 the Defendants where adolescents are impounded, tortured, berated, brainwashed, and otherwise
28 abused by the Defendants.

1 42. Dundee Academy ("Dundee") was doing business in Costa Rica and in the State of
2 California. It is the alter ego of each and every other named Defendant, being under the control of
3 and responsible to a centralized governing group controlled by Lichfield. It is one of the many
4 Institutions owned and operated by the Defendants where adolescents are impounded, tortured,
5 berated, brainwashed, and otherwise abused by the Defendants. This Defendant portrayed itself as
6 "specifically designed for behavior modification". This institution was shut down by the authorities
7 in Costa Rica. Narvin Lichfield, brother of Defendant Robert Lichfield, was imprisoned by the
8 authorities for child abuse and cannot leave that country because of pending proceedings against
9 him. Dundee has recently reopened under the name Pillars of Hope.

10 43. Cross Creek Centers for Boys is doing business in the State of Utah and in the State of
11 California. It is the alter ego of each and every other named Defendant, being under the control of
12 and responsible to a centralized governing group controlled by Lichfield. It is one of the many
13 Institutions owned and operated by the Defendants where adolescents are impounded, tortured,
14 berated, brainwashed, and otherwise abused by the Defendants.

15 44. Defendant Robert Lichfield (hereinafter "Lichfield") is an owner, partner, shareholder,
16 or otherwise directs the conduct and activities of each and every named corporate or partnership
17 Defendants.

18 45. At all times relevant to this action, Defendant Robert B. Lichfield was the actual and/or
19 apparent agents, of WWASP and all of the Defendants.

20 46. At all times relevant to this action, Defendant Lichfield was authorized to act on behalf
21 of WWASP and all corporate Defendants and did in fact act on behalf of WWASP and all corporate
22 Defendants.

23 47. Defendant Lichfield held himself out as the individual authorized to act on behalf of
24 WWASP and all corporate Defendants.

25 48. At all times relevant to this action, up to and including the present WWASP and Teen
26 Help and Lichfield purposefully availed themselves of the benefits of doing business in the State of
27 California.

28 49. At all times relevant to this action, WWASP, and Lichfield exercised control over the

1 management and day to day operations of all Defendants. Said Defendants exercised control over
2 personnel and hiring, policies and procedures, student recruitment and solicitation, and the care,
3 treatment, and supervision of students.

4 50. At all times relevant to this action, up to and including the present, all separate
5 Defendants were the alter ego of WWASP and formed solely for the fraudulent and improper
6 purposes of facilitating a scheme to defraud the parents who engaged its services and for shielding it
7 from liability for illegal acts it knowingly engaged it, including, but not limited to, civil conspiracy,
8 fraud, and child abuse.

9 51. Upon information and belief WWASP, Teen Help and Lichfield have incorporated
10 and operate numerous other similar corporations for the same fraudulent and improper purposes, as
11 well as for illicitly funneling profits from these fraudulent activities out of the United States.

12 52. At the time Defendant Institutions were established, WWASP, Teen Help and
13 Lichfield knew that they were engaging in the aforementioned unlawful acts and established the
14 Defendant Institutions as part of, and in furtherance of, their conspiracy to defraud the parents who
15 engaged their services.

16 PLEADINGS AGAINST ALL DEFENDANTS JOINTLY AND SEVERALLY

17 53. Plaintiffs bring these claims against all Defendants jointly and severally. The
18 Defendants were operating as an organization or joint venture, in which all joint venturers worked to
19 advance the goals of the organization.

20 54. The true legal status of Spring Creek Lodge; Casa By The Sea; Dundee Ranch
21 Academy, Carolina Springs Academy, Academy at Ivy Ridge, and Cross Creek Center for Boys are
22 presently unknown.

23 55. Regardless of any corporate status or other status, the operations of the Defendants are
24 so plainly unlawful, and of such character that the Defendants necessarily knew that they were
25 engaged in a corrupt, violent, and criminal enterprise, sufficient that each Defendant may lawfully be
26 held legally accountable for the wrongful acts of the other Defendants.

27 56. The Defendants deliberately acted to limit the Plaintiffs' ability to identify the abusers
28 by name. Staff Members at the Defendant Institutions routinely engaged in batteries and other

1 severe abuses of the Plaintiffs and others, but the students were not allowed to know their real
2 names.

3 57. At all times relevant to this action, all Defendants:

- 4 (a) engaged in a systematic campaign in California as well as many other states to
5 recruit parents of troubled teenagers to enroll their children in its programs:
6 (b) conducted extensive marketing and advertising of its programs in California
7 directed at California residents;
8 (c) conducted seminars and workshops for parents of troubled teens in California,
9 in an attempt to induce them to enroll their children in their programs;
10 (d) operated interactive internet websites and messages boards in California
11 and/or directed at parents and/or children in California enrolled or to be
12 enrolled in their programs;
13 (e) entered into contracts with parents of teenagers in California to enroll their
14 children into their programs:
15 (f) maintained agents and/or employees in California.

16 58. At all times relevant to this action, the various Defendant Institutions and WWASP
17 maintained legal custody over the minor Plaintiffs and acted in loco parentis.

18 59. All of the WWASP Institutions had few, if any, certified teachers on staff, nor did they
19 have any staff or employees who were trained and/or certified to handle children with disabilities,
20 children who were violent, or children who suffered from severe mental or emotional problems.
21 There were no staff members trained to deal with children with drug or alcohol problems.

22 60. The Defendant Institutions' "academic programs" consisted of students teaching
23 themselves with textbooks and being forced to write 5,000 word essays under restrictive time limits
24 explaining why they deserved to be punished for their behavior.

25 61. Students were prohibited from contacting their parents in many cases for more than
26 one year.

27 62. The Defendants never disclosed to Plaintiffs at the time they enrolled their children in
28 the Defendant Institutions that all WWASP Institutions had been investigated for child abuse and

1 child safety violations. They failed to advise both children and parents that various Institutions had
2 been shut down by the governments in the countries in which they were located.

3 **FIRST CAUSE OF ACTION**

4 (Negligence, negligent child abuse by Plaintiff Michael George against
5 Casa By The Sea and all Defendants)

6 63. Plaintiff Michael George realleges and incorporates by reference the allegations
7 contained in paragraphs 1 through 62.

8 64. Michael George prior to October 1999 was doing poorly in school, exhibiting
9 disrespectful behavior and creating chaos within the George family.

10 65. Plaintiff Joan George contacted the Defendants Teen Help seeking information about
11 WWASP programs. Joan George consulted with Teen Help marketing experts and received videos
12 describing the Teen Help programs. In addition, Ms. George received a "Kids in Crisis" brochures
13 as well as "The Source" magazine. All of the advertising and information received suggested the
14 WWASP program would answer the needs of her minor son Michael.

15 66. Plaintiff George, desperate for a solution, contracted with the Defendant Casa By The
16 Sea for the period of October 1, 1999 through March 4, 2001. Ms. George paid \$5,000 upon
17 executing the agreement and then paid \$3,000 per month for the housing and education of her son
18 Gregory. In addition, Ms. George spent \$1,800 for sundries.

19 67. While enrolled at Casa Bay The Sea, the Plaintiff Michael George was subjected to
20 threats, intimidation, invasion of privacy, mental abuse, and random punishment. All
21 communication between the parent and child was extinguished. Plaintiff Joan George believed
22 Plaintiff Michael George was benefiting from the experience at Defendants' institutions.

23 68. Casa By The Sea was staffed by uneducated, unlicensed employees who had no
24 training or experience in dealing with the troubled condition of the Plaintiff Michael George.

25 69. As Michael George's legal guardian and the institution that acted in loco parentis for
26 Michael, they owed a duty to Michael George to exercise reasonable care in providing for his safety
27 and general welfare. They also owed him a duty to hire qualified persons to run and supervise their
28 programs.

70. Casa By The Sea breached its duty to Michael George in some or all of the following

ways:

- (a) requiring him to live in unsafe and unsanitary conditions;
- (b) failing to provide him with adequate or proper medical care when it knew or should have known he required it;
- (c) failing to provide him with adequate educational or instructional facilities;
- (d) failing to properly train staff members in the proper methods of restraining students.
- (e) failing to exercise reasonable care in restraining or handling students it knew or should have known had a propensity for violent behavior;
- (f) failing to hire qualified persons to staff their programs;
- (g) retaining unqualified staff members when it knew or should have known that they were unqualified to perform their jobs and posed a safety risk to the Plaintiff and other similarly situated individuals;
- (h) withholding information from Ms. George which would have enabled her to remove her son long prior to his actual leaving of the Defendant facility;
- (i) failing to provide nutritional food;
- (j) accepting Plaintiff in a program which they knew or should have known would likely pose a danger to his health, safety and welfare;
- (k) representing to Plaintiffs that it was qualified to care for him when it knew or should have known it was not.

71. As a direct and proximate result of some or all of the foregoing negligent acts, Michael George has been damaged in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Breach of contract, fraud by Plaintiffs Joan George and Michael George against all Defendants)

72. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 71.

73. The Defendants made numerous claims to Joan George to the effect that they would provide a quality education and humane boarding facility, positive and a loving atmosphere.

74. Plaintiff George relied on the claims of the Defendants that her son would be well

1 cared for and properly educated in exchange for payments to Defendants.

2 75. Plaintiffs believed the numerous representations of Defendants that their Institutions
3 offered hope and help to troubled youngsters through positive instruction within a loving
4 atmosphere.

5 76. Defendants and all of them confined Michael George through fraud and deception
6 from October 1, 1999 through March 4, 2001.

7 77. In direct violation in terms of the agreement between Plaintiffs and Defendants and
8 without the Plaintiff's knowledge or approval, Michael George was beaten, placed in solitary
9 confinement and was denied medical care and was subjected to threats, starvation and emotional
10 abuse.

11 78. Joan George was not informed of this treatment of her minor son. Michael George was
12 fraudulently told by Defendants' staff members that his parents no longer wanted him and that they
13 did not want to communicate with him.

14 79. Plaintiff Michael George never attended classes and was provided with some books to
15 read at his own pace and in his own time. There was no supervision.

16 80. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
17 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount
18 to be determined at trial.

19 81. Defendants conduct was an intentional misrepresentation, deceit or concealment of
20 material facts. Defendants undertook their actions with the intent of depriving Joan George of her
21 legal rights and otherwise causing injury to Michael George. Defendants' actions and conduct were
22 therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard for
23 their rights so as to justify an award of exemplary and punitive damages.

24 **THIRD CAUSE OF ACTION**

25 (Assault and battery, false imprisonment, intentional infliction of
emotional distress by Plaintiff Michael George against all Defendants)

26 82. Michael George realleges and incorporates by reference the allegations contained in
27 paragraphs 1 through 81.

28 83. Defendants and all of them confined Michael George while he was a minor without

1 legal justification by the use of fraud and deceit on him and his parents, from on or about October 1,
2 1999 until on or about March 4, 2001.

3 84. Although Defendants and all of them falsely imprisoned Michael George and
4 knowingly acted in a manner that created a substantial risk to the life, body and health of this
5 Plaintiff while he was a child, he was prevented from leaving Defendants' Institutions or using the
6 telephone or any other effective means of communication to report the abuse that he was receiving.

7 85. Michael George suffered bodily injury at the hands of staff members of the Defendant
8 Institutions.

9 86. Michael was told repeatedly that his mother knew that he was being mistreated and
10 deprived of food and water.

11 87. Michael was constantly being ridiculed by Defendant staff members.

12 88. Michael was made to feel intimidated by the staff, since many of them carried large
13 cattle prods with which to threaten him.

14 89. Michael feared for his safety and well being after watching other students being beaten
15 and abused.

16 90. Michael was made to hold his arms out straight for hours or until his arms fell at which
17 point a staff member would assault him.

18 91. Michael George was only allowed to shower once a week.

19 92. Defendants committed numerous physical assaults upon Michael, by kicking him, and
20 depriving him of food and water.

21 93. The Defendants intentionally inflicted emotional distress on Michael George by
22 refusing necessary medical care; by standing threats of beatings; arbitrary punishment; and by
23 constant degradation and humiliation.

24 94. Michael George is still severally tormented by the memories of what happened to him.

25 95. Michael George was prevented from telling anybody, even his parents, about the
26 horrible abuses taking place inside these institutions because no phone calls were allowed when he
27 was injured. Michael has suffered dramatic negative change as a result of his mistreatment. Since
28 his release, he shows minimal affection to others within the family and is suffering from Post

1 Traumatic Stress syndrome.

2 96. Plaintiff Michael George has been damaged in an amount to be determined at trial.

3 **FOURTH CAUSE OF ACTION**

4 (Negligent medical care by Plaintiff Michael George against
all Defendants)

5 97. Plaintiff Michael George realleges and incorporates by reference the allegations
6 contained in paragraphs 1 through 96.

7 98. Michael George while at Casa By The Sea was forced to suffer unwarranted and
8 undeserved punishment for no apparent reason. Plaintiff Michael George was deprived any contact
9 with his mother or with a medical provider after these punishments.

10 99. Michael George was never taken to a doctor in order to be checked for internal injuries
11 after the beatings described above.

12 100. Defendants were negligent in not providing medical care for injuries caused by the
13 Defendants or suffered by George otherwise.

14 101. Plaintiff Michael George has been damaged in an amount to be determined at time of
15 trial.

16 **FIFTH CAUSE OF ACTION**

17 (Breach of fiduciary duty by Plaintiff Michael George against
all Defendants)

18 102. Plaintiff Michael George realleges and incorporates by reference the allegations
19 contained in paragraphs 1 through 101.

20 103. The Defendants, by seeking and obtaining physical custody of Michael George and
21 thereafter placing him in a captive and abusive environment of their own making, disregarded his
22 health, safety and welfare.

23 104. The Defendants in the manner described above breached their fiduciary duty as a
24 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing
25 him pain, suffering, bodily injury and mental and emotional distress.

26 105. The conduct of Defendants in undertaking their actions with the intent of breaching
27 their fiduciary duty subjected Plaintiff George to unjust hardship and was malicious and in reckless
28 disregard of the Plaintiff's rights and justifies an award of exemplary and punitive damages.

1 106. Plaintiff Michael George has been damaged in an amount to be determined at time of
2 trial.

3 **SIXTH CAUSE OF ACTION**

4 (Conspiracy to commit breach of contract by Plaintiffs Joan George and
5 Michael George against all Defendants except Casa By The Sea)

6 107. Plaintiffs Joan George and Michael George reallege and incorporate by reference the
7 allegations contained in paragraphs 1 through 106.

8 108. All Defendants conspired to commit breaches of the agreement entered into with the
9 Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any
10 of the services that were promised prior to Michael George entering Casa By The Sea.

11 109. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
12 education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of
13 medical care.

14 110. Defendants' acts and their conspiracy to commit breach of contract were carried out
15 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
16 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not
17 limited to the following:

- 18 (a) failing to hire qualified persons to staff their programs;
- 19 (b) failing to properly train staff members in the proper methods of restraining students.
- 20 (c) requiring Michael George to live in unsafe and unsanitary conditions;
- 21 (d) failing to provide George with adequate educational or instructional facilities;
- 22 (e) failing to exercise reasonable care in restraining or handling students they knew or
23 should have known had a propensity for violent behavior;
- 24 (f) retaining unqualified staff members when they knew or should have known that they
25 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
26 other similarly situated individuals;
- 27 (g) failing to provide nutritional food;
- 28 (h) failing to provide George with adequate or proper medical care when they knew or
should have known he required it;

- 1 (i) withholding information from Ms. George which would have enabled her to remove
2 her son long prior to his actual leaving of the Defendant facility;
3 (j) accepting Plaintiff in a program which they knew or should have known would likely
4 pose a danger to his health, safety and welfare;

5 111. As a direct and proximate result of some or all of the foregoing negligent acts,
6 Plaintiffs Michael George and Joan George have been damaged in an amount to be determined at
7 trial.

8 **SEVENTH CAUSE OF ACTION**

9 (Negligence, negligent child abuse by Plaintiff Gregory Gomez against
10 Spring Creek Lodge, Tranquility Bay and all Defendants)

11 112. Plaintiff Gregory Gomez realleges and incorporates by reference the allegations
12 contained in paragraphs 1 through 62

13 113. Gregory Gomez, during in the summer of the year 2000, was doing poorly in school,
14 exhibiting disrespectful behavior and creating chaos within the Gomez family. In December of
15 1999, he was diagnosed as suffering from ADHT.

16 114. Plaintiff Christine Gomez contacted the Defendants Teen Help seeking information
17 about WWASP programs. Christine Gomez consulted with Teen Help marketing experts and
18 received videos describing the Teen Help programs. In addition, Ms. Gomez received a "Kids in
19 Crisis" brochures as well as "The Source" magazine. All of the advertising and information received
20 suggested the WWASP program would answer the needs of her minor son Gregory.

21 115. Plaintiff Gomez, desperate for a solution, contracted with the Defendant Spring Creek
22 Lodge for the period of August 6, 2000 through May 6, 2001 and Defendant Tranquility Bay for the
23 period of August 7, 2001 through December 6, 2001. Ms. Gomez paid \$5,000 upon executing the
24 agreement and then paid \$3,000 per month for the housing and education of her son Gregory. In
25 addition, Ms. Gomez spent \$1,800 for sundries.

26 116. The Defendant Teen Help pressured Plaintiff Gomez into signing an agreement
27 providing that the escort company, Clean and Sober Solutions, transport Plaintiff Gregory Gomez to
28 Defendant Spring Creek Lodge. Ms. Gomez paid \$4,000.00 to have her son transported to the
Defendant facility.

1 117. While enrolled at Spring Creek Lodge and Tranquility Bay, the Plaintiff Gregory
2 Gomez was subjected to threats, intimidation, invasion of privacy, mental abuse, and random
3 punishment. All communication between the parent and child was extinguished. Plaintiff Christine
4 Gomez believed Plaintiff Gregory Gomez was benefiting from the experience at Defendants'
5 institutions.

6 118. Spring Creek Lodge and Tranquility Bay were staffed by uneducated, unlicensed
7 employees who had no training or experience in dealing with the troubled condition of the Plaintiff
8 Gregory Gomez.

9 119. As Gregory Gomez' legal guardian and the institutions that acted in loco parentis for
10 Gregory, they owed a duty to Gregory Gomez to exercise reasonable care in providing for his safety
11 and general welfare. They also owed him a duty to hire qualified persons to run and supervise their
12 programs.

13 120. Spring Creek Lodge and Tranquility Bay breached their duty to Gregory Gomez in
14 some or all of the following ways:

- 15 (e) requiring him to live in unsafe and unsanitary conditions;
- 16 (f) failing to provide him with adequate or proper medical care when they knew or
17 should have known he required it;
- 18 (g) failing to provide him with adequate educational or instructional facilities;
- 19 (h) failing to properly train staff members in the proper methods of restraining students.
- 20 (e) failing to exercise reasonable care in restraining or handling students they knew or
21 should have known had a propensity for violent behavior;
- 22 (f) failing to hire qualified persons to staff their programs;
- 23 (g) retaining unqualified staff members when they knew or should have known that they
24 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
25 other similarly situated individuals;
- 26 (h) withholding information from Ms. Gomez which would have enabled her to remove
27 her son long prior to his actual leaving of the Defendant facility;
- 28 (i) failing to provide nutritional food;

1 (j) accepting Plaintiff in a program which they knew or should have known would likely
2 pose a danger to his health, safety and welfare;

3 (k) representing to Plaintiffs that they were qualified to care for him when they knew or
4 should have known they were not.

5 121. As a direct and proximate result of some or all of the foregoing negligent acts, Gregory
6 Gomez has been damaged in an amount to be proved at trial.

7 **EIGHTH CAUSE OF ACTION**

8 (Breach of contract, fraud by Plaintiffs Christine Gomez and Gregory Gomez
9 against all Defendants)

10 122. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs
11 1 through 62 and 112 through 121.

12 123. Ms. Gomez enrolled her son Gregory at Defendant Institutions as stated above.
13 Plaintiff Gomez paid the sum of \$6,500.00 to Defendant Institutions for the care of her son, Gregory.
14 In addition, Plaintiff paid \$2,000.00 for sundries, and \$500.00 for medication.

15 124. The Defendants made numerous claims to Christine Gomez to the effect that they
16 would provide a quality education and humane boarding facility, positive and a loving atmosphere.

17 125. Plaintiff Gomez relied on the claims of the Defendants that her son would be well
18 cared for and properly educated in exchange for payments to Defendants.

19 126. Plaintiffs believed the numerous representations of Defendants that their Institutions
20 offered hope and help to troubled youngsters through positive instruction within a loving
21 atmosphere.

22 127. Defendants and all of them confined Gregory Gomez through fraud and deception
23 from August 2000 through December 2001.

24 128. In direct violation in terms of the agreement between Plaintiffs and Defendants and
25 without the Plaintiff's knowledge or approval, Gregory Gomez was beaten, placed in solitary
26 confinement in the "Hobbit", and OP as well as was denied medical care and was subjected to
27 threats, starvation and emotional abuse.

28 129. Christine Gomez was not informed of this treatment of her minor son. Gregory Gomez
was fraudulently told by Defendants' staff members that his parents no longer wanted him and that

1 they did not want to communicate with him.

2 130. Plaintiff Gregory Gomez never attended classes and was provided with some books to
3 read at his own pace and in his own time. There was no supervision.

4 131. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
5 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount
6 to be determined at trial.

7 132. Defendants conduct was an intentional misrepresentation, deceit or concealment of
8 material facts. Defendants undertook their actions with the intent of depriving Christine Gomez of
9 her legal rights and otherwise causing injury to Gregory Gomez. Defendants' actions and conduct
10 were therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard
11 for their rights so as to justify an award of exemplary and punitive damages.

12 **NINTH CAUSE OF ACTION**

13 (Assault and battery, false imprisonment, intentional infliction of
14 emotional distress by Plaintiff Gregory Gomez against all Defendants)

15 133. Gregory Gomez realleges and incorporates by reference the allegations contained in
16 paragraphs 1 through 62 and 112 through 132.

17 134. Defendants and all of them confined Gregory Gomez while he was a minor without
18 legal justification by the use of fraud and deceit on him and his parents, from on or about August 6,
19 2000 until on or about December 6, 2001.

20 135. Although Defendants and all of them falsely imprisoned Gregory Gomez and
21 knowingly acted in a manner that created a substantial risk to the life, body and health of this
22 Plaintiff while he was a child, he was prevented from leaving Defendants' Institutions or using the
23 telephone or any other effective means of communication to report the abuse that he was receiving.

24 136. Gregory Gomez suffered bodily injury at the hands of staff members of the Defendant
25 Institutions.

26 137. Gregory was told repeatedly that his parents knew that he was being mistreated and
27 deprived of food and water.

28 138. Gregory was constantly being ridiculed by Defendant staff members.

139. Gregory was forced to live in the "Hobbit" for weeks at a time. The "Hobbit" can best

1 be described as a series of three (3) log cabins set on a concrete slab. There was one portable toilet
2 for as many as twenty children. There was no running water and no heat. Students are sent to the
3 "Hobbit" to be disciplined. OP is an area where students are sent for punishment and are forced to
4 lie face down for hours at a time without the ability to move their arms, legs or head.

5 140. Gregory was made to feel intimidated by the staff, since many of them carried large
6 cattle prods with which to threaten him.

7 141. Gregory feared for his safety and well being after watching other students being beaten
8 and abused. Gregory witnessed the suicide of Valerie Heron who was a student at Tranquility Bay.
9 He was constantly aware of the "screams" of other children.

10 142. Gregory was made to hold his arms out straight for hours or until his arms fell at which
11 point a staff member would assault him.

12 143. Gregory Gomez was only allowed to shower once a week.

13 144. Defendants committed numerous physical assaults upon Gregory, by kicking him,
14 cutting him, and depriving him of food and water.

15 145. The Defendants intentionally inflicted emotional distress on Gregory Gomez by
16 refusing necessary medical care; by standing threats of beatings; arbitrary punishment; and by
17 constant degradation and humiliation.

18 146. Gregory Gomez is still severely tormented by the memories of what happened to him.

19 147. Gregory Gomez was prevented from telling anybody, even his parents, about the
20 horrible abuses taking place inside these institutions because no phone calls were allowed when he
21 was injured. Gregory has suffered dramatic negative change as a result of his mistreatment. Since
22 his release, he shows minimal affection to others within the family and is suffering from Post
23 Traumatic Stress syndrome.

24 148. Plaintiff Gregory Gomez has been damaged in an amount to be determined at trial.

25 **TENTH CAUSE OF ACTION**

26 (Negligent medical care by Plaintiff Gregory Gomez against
27 all Defendants)

27 149. Plaintiff Gregory Gomez realleges and incorporates by reference the allegations
28 contained in paragraphs 1 through 62 and 112 through 148.

150. Gregory Gomez while at Spring Creek Lodge and Tranquility Bay was forced to suffer unwarranted and undeserved punishment for no apparent reason. Plaintiff Gregory Gomez was deprived any contact with his parents or with a medical provider after these punishments.

151. Gregory Gomez was never taken to a doctor in order to be checked for internal injuries after the beatings described above.

152. Defendants were negligent in not providing medical care for injuries caused by the Defendants or suffered by Gregory otherwise.

153. Plaintiff Gregory Gomez has been damaged in an amount to be determined at time of trial.

ELEVENTH CAUSE OF ACTION

(Breach of fiduciary duty by Plaintiff Gregory Gomez against all Defendants)

154. Plaintiff Gregory Gomez realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 and 112 through 153..

155. The Defendants, by seeking and obtaining physical custody of Gregory Gomez and thereafter placing him in a captive and abusive environment of their own making, disregarded his health, safety and welfare.

156. The Defendants in the manner described above breached their fiduciary duty as a parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing him pain, suffering, bodily injury and mental and emotional distress.

157. The conduct of Defendants in undertaking their actions with the intent of breaching their fiduciary duty subjected Plaintiff Gomez to unjust hardship and was malicious and in reckless disregard of the Plaintiff's rights and justifies an award of exemplary and punitive damages.

158. Plaintiff Gregory Gomez has been damaged in an amount to be determined at time of trial.

TWELFTH CAUSE OF ACTION

(Conspiracy to commit breach of contract by Plaintiffs Christine Gomez and Gregory Gomez against all Defendants except Spring Creek Lodge and Tranquility Bay)

159. Plaintiffs Christine Gomez and Gregory Gomez reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 112 through 158.

1 160. All Defendants conspired to commit breaches of the agreement entered into with the
2 Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any
3 of the services that were promised prior to Gregory Gomez entering Spring Creek Lodge and
4 Tranquility Bay.

5 161. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
6 education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of
7 medical care.

8 162. Defendants' acts and their conspiracy to commit breach of contract were carried out
9 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
10 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not
11 limited to the following:

- 12 (a) failing to hire qualified persons to staff their programs;
- 13 (b) failing to properly train staff members in the proper methods of restraining students.
- 14 (c) requiring Gregory Gomez to live in unsafe and unsanitary conditions;
- 15 (d) failing to provide Gomez with adequate educational or instructional facilities;
- 16 (e) failing to exercise reasonable care in restraining or handling students they knew or
17 should have known had a propensity for violent behavior;
- 18 (f) retaining unqualified staff members when they knew or should have known that they
19 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
20 other similarly situated individuals;
- 21 (g) failing to provide nutritional food;
- 22 (h) failing to provide Gomez with adequate or proper medical care when they knew or
23 should have known he required it;
- 24 (i) withholding information from Ms. Gomez which would have enabled her to remove
25 her son long prior to his actual leaving of the Defendant facility;
- 26 (j) accepting Plaintiff in a program which they knew or should have known would likely
27 pose a danger to his health, safety and welfare;

28 163. As a direct and proximate result of some or all of the foregoing negligent acts,

1 Plaintiffs Gregory Gomez and Christine Gomez have been damaged in an amount to be determined
2 at trial.

3 **THIRTEENTH CAUSE OF ACTION**

4 (Negligence, negligent child abuse by Plaintiff Eric Kelley against the Academy at Ivy
5 Ridge and all Defendants)

6 164. Plaintiff Eric Kelley realleges and incorporates by reference the allegations contained
7 in paragraphs 1 through 62.

8 165. By October 2002, Eric Kelley was the subject of three juvenile complaints and was
9 doing poorly in school while exhibiting disrespectful behavior towards family members and third
10 parties.

11 166. Diana Kelley sought information about WWASP programs. Diana Kelley received
12 videos and brochures describing the WWASP Institutions. All of the advertising and information
13 received by Plaintiff, suggested that WWASP programs would answer the needs of her minor son
14 Eric. Ms. Kelley consulted with Lisa Irvin, an admissions coordinator for WWASP. Rebuilding the
15 self esteem of her son, as well as a need to set personal goals for him combined with changing his
16 attitude towards school and family were discussed with Ms. Irvin.

17 167. Plaintiff Kelley, desperate for a solution, contracted with the Defendant, Academy at
18 Ivy Ridge in the State of New York. Plaintiff Kelley paid \$5,385.00 upon executing the agreement
19 and then paid \$3,290.00 per month for the housing and education of her son Eric. In addition,
20 Ms. Kelley spent \$ 95.00 per month for "student incidental fees and \$500.00 for uniforms that were
21 supposed to be new but were used and did not fit Eric. A total of \$21,740.00 was paid to the
22 WWASP Defendants.

23 168. Once enrolled, Eric was subjected to threats, intimidation, and invasion of privacy,
24 mental abuse, and random punishment. All communication between the parent and child was
25 extinguished. Diana Kelley believed her son Eric was benefiting from the experience at this
26 Defendant Institution.

27 169. This Institution was staffed by uneducated, unlicensed employees who had no training
28 or experience in dealing with the troubled condition of the Plaintiff Eric Kelley.

170. As Eric Kelley's legal guardian and the institution that acted in loco parentis for Eric,

1 Academy at Ivy Ridge owed a duty to Eric to exercise reasonable care in providing for his safety and
2 general welfare. It also owed him a duty to hire qualified persons to run and supervise its programs.

3 171. The Academy at Ivy Ridge breached its duty to Eric Kelley in some or all of the
4 following ways:

- 5 (i) requiring him to live in unsafe and unsanitary conditions;
- 6 (j) failing to provide him with adequate or proper medical care when it knew or should
7 have known he required it;
- 8 (k) failing to provide him with adequate educational or instructional facilities;
- 9 (l) failing to properly train staff members in the proper methods of restraining students.
- 10 (e) failing to exercise reasonable care in restraining or handling students it knew or
11 should have known had a propensity for violent behavior;
- 12 (f) failing to hire qualified persons to staff its programs;
- 13 (g) retaining unqualified staff members when it knew or should have known that they
14 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
15 other similarly situated individuals;
- 16 (h) withholding information from Ms. Kelley which would have enabled her to remove
17 her son long prior to his actual leaving of the Defendant facility;
- 18 (i) failing to provide nutritional food;
- 19 (j) accepting Plaintiff in a program which it knew or should have known would likely
20 pose a danger to his health, safety and welfare;
- 21 (k) representing to Plaintiffs that it was qualified to care for him when it knew or should
22 have known it was not.

23 172. As a direct and proximate result of some or all of the foregoing negligent acts, Eric
24 Kelley has been damaged in an amount to be proved at trial.

25 **FOURTEENTH CAUSE OF ACTION**
26 (Breach of contract, fraud by Plaintiffs Kelley against
all Defendants)

27 173. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs
28 1 through 62 and 164 through 171.

174. Ms. Kelley enrolled her son Eric at the Defendant Institution as stated above. Plaintiff Kelley paid the sum of \$21,740.00 to Defendant Institution for the care of her son, Eric. The Defendants made numerous claims to Diana Kelley to the effect that they would provide a quality education and humane boarding facility and positive and a loving atmosphere for Eric. Rather than build self-esteem and self-confidence, the Defendants program actually diminished those qualities for Plaintiff Eric Kelley.

175. Plaintiffs relied on the claims of the Defendants that Eric would be well cared for and properly educated in exchange for the payments to Defendants.

176. Plaintiffs believed the numerous representations of Defendants that their Institutions offered hope and help to troubled youth through positive instruction within a loving atmosphere.

177. Defendants and all of them confined Eric through fraud and deceptions from October 20, 2002 through April 19, 2003. In direct violation in terms of the agreement between Plaintiffs and Defendants and without the Plaintiffs' knowledge or approval, Eric was forced to live in unsanitary conditions, denied medical care and was subjected to threats, assault and lack of food.

178. Diana Kelley was not informed of this treatment of her minor son. Eric Kelley was fraudulently told by Defendant's staff members that his parents no longer wanted him and that they did not want to communicate with him.

179. Eric Kelley attended little or no classes and was provided with some books to read at his own pace and in his own time. There was no supervision.

180. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items, by all other losses suffered cause by fraudulent misrepresentation of Defendants. Said amount to be determined at trial.

FIFTEENTH CAUSE OF ACTION

(Assault and battery, false imprisonment, intentional infliction of emotional distress by Plaintiff Eric Kelley against all Defendants)

181. Plaintiff Eric Kelley realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 and 164 through 180.

182. Defendants and all of them confined Eric while he was a minor without legal justification by the use of fraud and deceit on him and his parents, from on or about October 20,

2002, until April 19, 2003.

183. Defendants and all of them falsely imprisoned Eric and then, knowingly acted in a manner that created a substantial risk to the life, body and health of Plaintiff. Eric was prevented from leaving Defendants' Institutions or using the telephone or other effective means of communication to report the abuse that he was receiving.

184. Eric was made to feel intimidated by the staff.

185. Eric feared for his safety and well being after watching other students being beaten.

186. Eric was made to hold his arms out straight for hours or until his arms fell at which point a staff member would assault him.

187. Plaintiff was only allowed to shower for three (3) minutes at a time.

188. The Defendants intentionally inflicted emotional distress on Plaintiff by refusing necessary medical care, by the standing threats of beatings and arbitrary punishments, and by constant degradation and humiliation.

189. Eric is still severely tormented by the memories of what happened to him.

190. Eric was prevented from telling anybody, even his parents, about the horrible abuses taking place inside these institutions because no phone calls were allowed when he was injured. Eric has suffered dramatic negative change as a result of his mistreatment. Since his release, he shows minimal affection to others within the family.

191. Plaintiff Eric Kelley has been damaged in addition to monies paid for tuition and sundry items, by all other losses suffered cause by fraudulent misrepresentation of Defendants. Said amount to be determined at trial.

SIXTEENTH CAUSE OF ACTION
(Negligent medical care by Plaintiff Eric Kelley
against all Defendants)

192. Plaintiff Eric Kelley realleges and incorporate by reference the allegations contained in paragraphs 1 through 62 and 164 through 190.

193. Eric Kelley, immediately after his arrival at Ivy Ridge, began having eye sight problems. While at Ivy Ridge, Eric was permitted into the outside air on only two occasions. He was confined in rooms that had poor or no lighting and as a result his eyesight deteriorated. Eric was

1 deprived any contact with his parents or with a medical provider to deal with these vision problems.

2 194. Eric was never taken to an eye doctor in order to be checked for eyesight problems
3 described above and Defendants were made aware of his eyesight problems.

4 195. Defendants were negligent in not providing medical care to Eric.

5 196. Plaintiff Eric Kelley has been damaged in an amount to be determined at time of trial.

6 **SEVENTEENTH CAUSE OF ACTION**
7 (Breach of fiduciary duty by Plaintiff Eric Kelley
8 against all Defendants)

9 197. Plaintiff Eric Kelley realleges and incorporates by reference the allegations contained
10 in paragraphs 1 through 62 and 164 through 196.

11 198. The Defendants, by seeking and obtaining physical custody of Eric Kelley and
12 thereafter placing him in a captive and abusive environment of their own making disregarded, his
13 health, safety and welfare.

14 199. The Defendants, in the manner described above, breached their fiduciary duty as a
15 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing
16 him pain, suffering, bodily injury and mental and emotional distress.

17 200. The conduct of Defendants was malicious and in reckless disregard of the Plaintiff's
18 trust in them.

19 201. Plaintiff Eric Kelley has been damaged in an amount to be determined at time of trial.

20 **EIGHTEENTH CAUSE OF ACTION**
21 (Conspiracy to commit breach of contract by Plaintiffs Diana Kelley and Eric Kelley
22 against all Defendants except Academy at Ivy Ridge)

23 202. Plaintiffs Diana Kelley and Eric Kelley reallege and incorporate by reference the
24 allegations contained in paragraphs 1 through 62 and 164 through 201.

25 203. All Defendants conspired to commit breaches of the agreement entered into with the
26 Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any
27 of the services that were promised prior to Eric Kelley entering the Academy at Ivy Ridge.

28 204. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of

1 medical care.

2 205. Defendants' acts and their conspiracy to commit breach of contract were carried out
3 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
4 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include, but are not
5 limited to, the following:

- 6 (a) failing to hire qualified persons to staff its programs;
- 7 (b) failing to properly train staff members in the proper methods of restraining students.
- 8 (c) requiring him to live in unsafe and unsanitary conditions;
- 9 (d) failing to provide him with adequate educational or instructional facilities;
- 10 (e) failing to exercise reasonable care in restraining or handling students it knew or
11 should have known had a propensity for violent behavior;
- 12 (f) retaining unqualified staff members when it knew or should have known that they
13 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
14 other similarly situated individuals;
- 15 (g) failing to provide nutritional food;
- 16 (h) failing to provide him with adequate or proper medical care when it knew or should
17 have known he required it;
- 18 (i) withholding information from Ms. Kelley which would have enabled her to remove
19 her son long prior to his actual leaving of the Defendant facility;
- 20 (j) accepting Plaintiff in a program which it knew or should have known would likely
21 pose a danger to his health, safety and welfare;

22 206. As a direct and proximate result of some or all of the foregoing negligent acts,
23 Plaintiffs Diana Kelley and Eric Kelley have been damaged in an amount to be determined at trial.

24 **NINETEENTH CAUSE OF ACTION**

25 (Negligence, negligent child abuse by Plaintiff Joel Snider against
26 Dundee Ranch Academy and all Defendants)

27 207. Plaintiff Joel Snider realleges and incorporates by reference the allegations contained
28 in paragraphs 1 through 62.

208. Joel Snider, during in the summer of the year 2002. was doing poorly in school.

1 exhibiting disrespectful behavior and creating chaos within the Petershack family. He was using and
2 abusing drugs as well as self inflicting wounds upon himself. He was placed in the Milwaukee
3 Psychiatric Hospital prior to Plaintiff Petershack contacting WWASP.

4 209. Plaintiff Cathy Petershack contacted the Defendants Teen Help seeking information
5 about WWASP programs. Cathy Petershack consulted with Teen Help marketing experts and
6 received videos describing the Teen Help programs. In addition Ms. Petershack received a "Kids in
7 Crisis" brochures as well as "The Source" magazine. All of the advertising and information received
8 suggested the WWASP program would answer the needs of her minor son Joel.

9 210. Plaintiff Petershack desperate for a solution contracted with the Defendant Dundee
10 Ranch Academy in Costa Rica. Ms. Petershack paid \$3,800 upon executing the agreement and then
11 paid \$2,100 per month for the housing and education of her son Joel. In addition, Ms. Petershack
12 spent \$100 for miscellaneous items each month.

13 211. Joel Snider was at Defendant facility Dundee Ranch Academy from August 7, 2002
14 through May 22, 2003.

15 212. The Defendant Teen Help pressured Plaintiff Petershack into signing an agreement
16 providing that the escort company, Clean and Sober Solutions, transport Plaintiff Joel Snider to
17 Defendant Dundee Ranch Academy. Ms. Petershack paid \$5,000 to have her son transported to the
18 Defendant facility.

19 213. Once enrolled at Dundee Ranch Academy, the Plaintiff Joel Snider was subjected to
20 threats, intimidation, invasion of privacy, mental abuse, and random punishment. All
21 communication between the parent and child was extinguished. Plaintiff Cathy Petershack believed
22 Plaintiff Joel Snider was benefiting from the experience at Defendant Dundee Ranch Academy.

23 214. Dundee Ranch Academy was staffed by uneducated, unlicensed employees who had
24 no training or experience in dealing with the troubled condition of the Plaintiff Joel Snider.

25 215. As Joel Snider's legal guardian and the institution that acted in loco parentis for Joel,
26 Dundee Ranch Academy owed a duty to Joel Snider to exercise reasonable care in providing for his
27 safety and general welfare. It also owed him a duty to hire qualified persons to run and supervise its
28 programs.

216. Dundee Ranch Academy breached its duty to Joel Snider in some or all of the following ways;

- (m) requiring him to live in unsafe and unsanitary conditions;
- (n) failing to provide him with adequate or proper medical care when it knew or should have known he required it;
- (o) failing to provide him with adequate educational or instructional facilities;
- (p) failing to properly train staff members in the proper methods of restraining students.
- (e) failing to exercise reasonable care in restraining or handling students it knew or should have known had a propensity for violent behavior;
- (f) failing to hire qualified persons to staff its programs;
- (g) retaining unqualified staff members when it knew or should have known that they were unqualified to perform their jobs and posed a safety risk to the Plaintiff and other similarly situated individuals;
- (h) withholding information from Ms. Petershack which would have enabled her to remove her son long prior to his actual leaving of the Defendant facility;
- (i) failing to provide nutritional food; Joel lost a total of one hundred pounds while he was at the Defendant's facility;
- (j) accepting Plaintiff in a program which it knew or should have known would likely pose a danger to his health, safety and welfare;
- (k) representing to Plaintiffs that it was qualified to care for him when it knew or should have known it was not.

217. As a direct and proximate result of some or all of the foregoing negligent acts, Joel Snider has been damaged in an amount to be proved at trial.

TWENTIETH CAUSE OF ACTION
(Breach of contract, fraud by Plaintiffs Joel Snider and
Cathy Petershack against all Defendants)

218. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 207 through 217.

219. Ms. Petershack enrolled her son Joel Snider at the Defendant Institution as stated

1 above. Plaintiff Petershack paid the sum of \$25,000 to Defendant Institutions for the care of her son,
2 Joel. In addition, Plaintiff paid \$3,800 for a first time fee, \$5,000 for escort services and
3 approximately \$100 a month for sundry items.

4 220. The Defendants made numerous claims to Cathy Petershack to the effect that they
5 would provide a quality education and humane boarding facility in a positive and a loving
6 atmosphere.

7 221. Plaintiff Petershack relied on the claims of the Defendants that her son would be well
8 cared for and properly educated in exchange for payments to Defendants.

9 222. Plaintiffs believed the numerous representations of Defendants that their Institutions
10 offered hope and help to troubled youngest through positive instruction within a loving atmosphere.

11 223. Defendants and all of them confined Joel Snider through fraud and deception from
12 August 2002 through May 2003.

13 224. In direct violation in terms of the agreement between Plaintiffs and Defendants and
14 without the Plaintiff's knowledge or approval, Joel Snider was beaten, placed in solitary
15 confinement in the "Hobbit," denied medical care and was subjected to threats, starvation and
16 emotional abuse.

17 225. Cathy Petershack was not informed of this treatment of her minor son. Joel Snider was
18 fraudulently told by Defendant's staff members that his parents no longer wanted him and that they
19 did not want to communicate with him.

20 226. Plaintiff Joel Snider never attended classes and was provided with some books to read
21 at his own pace and in his own time. There was no supervision.

22 227. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
23 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Ms.
24 Petershack was allowed to send three packages a year to Joel Snider and he received only half of the
25 things that were sent to him. It was not uncommon for the staff to appropriate items that were
26 originally sent to the students. Said amount to be determined at trial.

27 228. Defendants' conduct was an intentional misrepresentation, deceit or concealment of
28 material facts. Defendants undertook their actions with the intent of depriving Cathy Petershack of

1 her legal rights and otherwise causing injury to Joel Snider. Defendants' actions and conduct were
2 therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard for
3 their rights so as to justify an award of exemplary and punitive damages.

4 **TWENTY FIRST CAUSE OF ACTION**

5 (Assault and battery, false imprisonment, intentional infliction of
6 emotional distress by Plaintiff Joel Snider against all Defendants)

7 229. Joel Snider realleges and incorporates by reference the allegations contained in
8 paragraphs 1 through 62 and 207 through 228.

9 230. Defendants and all of them confined Joel Snider while he was a minor without legal
10 justification by the use of fraud and deceit on him and his parents, from on or about August 7, 2002
11 until on or about May 22, 2003.

12 231. Although Defendants and all of them falsely imprisoned Joel Snider and knowingly
13 acted in a manner that created a substantial risk to the life, body and health of this Plaintiff while he
14 was a child. Joel Snider was prevented from leaving Defendants' Institutions or using the telephone
15 or any other effective means of communication to report the abuse that he was receiving.

16 232. Joel Snider suffered bodily injury at the hands of staff members of the Defendant
17 Institutions.

18 233. Joel Snider was told, repeatedly, that his parents knew that he was being mistreated
19 and deprived of food and water.

20 234. Joel Snider was constantly being ridiculed by Defendant staff members.

21 235. Joel was forced to live in the "Bat Cave" for months at a time. The "Bat Cave" can
22 best be described as a very small room that held ten (10) students.

23 236. Joel was made to feel intimidated by the staff, since many of them carried large cattle
24 prods with which to threaten him.

25 237. Joel feared for his safety and well being after watching other students being beaten and
26 abused.

27 238. Joel was made to hold his arms out straight for hours or until his arms fell at which
28 point a staff member would assault him.

239. Joel was only allowed to shower once a week.

1 240. Defendants committed numerous physical assaults upon Joel, by kicking him, beating
2 him, exercising in extreme heat for hours, kneeling, hands behind his back and nose to wall for hours
3 and depriving him of food and water.

4
5 241. The Defendants intentionally inflicted emotional distress on Joel by refusing necessary
6 medical care, by the standing threats of beatings and arbitrary punishments, and by constant
7 degradation and humiliation.

8 242. Joel is still severally tormented by the memories of what happened to him.

9 243. Joel was prevented from telling anybody, even his parents, about the horrible abuses
10 taking place inside these institutions because no phone calls were allowed when he was injured. Joel
11 has suffered dramatic negative change as a result of his mistreatment. Since his release, he shows
12 minimal affection to others within the family.

13 244. Plaintiff Joel Snider has been damaged in an amount to be determined at trial.

14 **TWENTY SECOND CAUSE OF ACTION**
15 (Negligent medical care by Plaintiff Joel Snider against
16 all Defendants)

17 245. Plaintiff Joel Snider realleges and incorporates by reference the allegations contained
18 in paragraphs 1 through 62 and 207 through 244.

19 246. Joel Snider, while at Dundee Ranch Academy, was forced to suffer unwarranted and
20 undeserved punishment for no apparent reason. Plaintiff Joel Snider was deprived any contact with
21 his parents or with a medical provider after these punishments. He had his lip cut open by staff
22 members restraining him. He suffered body bruises and facial injuries.

23 247. Joel Snider was never taken to a doctor in order to be checked for internal injuries after
24 the beatings described above.

25 248. Defendants were negligent in not providing medical care for injuries caused by the
26 Defendants or suffered by Joel Snider otherwise.

27 249. Plaintiff Joel Snider has been damaged in an amount to be determined at time of trial.

28 //

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TWENTY THIRD CAUSE OF ACTION
(Breach of fiduciary duty by Plaintiff Joel Snider
against all Defendants)

250. Plaintiff Joel Snider realleges and incorporates by reference the allegations contained in paragraphs 1 through and 207 through 249.

251. The Defendants, by seeking and obtaining physical custody of Joel Snider and thereafter placing him in a captive and abusive environment of their own making, disregarded his health, safety and welfare.

252. The Defendants, in the manner described above, breached their fiduciary duty as a parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing him pain, suffering, bodily injury and mental and emotional distress.

253. The conduct of Defendants was malicious and in reckless disregard of the Plaintiff's trust in them.

254. Plaintiff Joel Snider has been damaged in an amount to be determined at time of trial.

TWENTY FOURTH CAUSE OF ACTION
(Conspiracy to commit breach of contract by Plaintiffs Cathy Petershack and
Joel Snider against all Defendants except Dundee Ranch Academy)

255. Plaintiffs Cathy Petershack and Joel Snider reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 207 through 254.

256. All Defendants conspired to commit breaches of the agreement entered into with the Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any of the services that were promised prior to Joel Snider entering Dundee Ranch Academy.

257. Defendants' acts and their conspiracy to commit breach of contract were carried out with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not limited to the following:

- (a) failing to hire qualified persons to staff its programs;
- (b) failing to properly train staff members in the proper methods of restraining students.
- (c) requiring him to live in unsafe and unsanitary conditions;
- (d) failing to provide him with adequate educational or instructional facilities;

- (e) failing to exercise reasonable care in restraining or handling students it knew or should have known had a propensity for violent behavior;
- (f) retaining unqualified staff members when it knew or should have known that they were unqualified to perform their jobs and posed a safety risk to the Plaintiff and other similarly situated individuals;
- (g) failing to provide nutritional food;
- (h) failing to provide him with adequate or proper medical care when it knew or should have known he required it; Defendants denied Joel Snider his medications even though they were fully aware of Joe's depression and that he was prone to self-inflicting injuries upon himself.
- (i) withholding information from Ms. Petershack which would have enabled her to remove her son long prior to his actual leaving of the Defendant facility;
- (j) accepting Plaintiff in a program which it knew or should have known would likely pose a danger to his health, safety and welfare;

258. As a direct and proximate result of some or all of the foregoing negligent acts, Plaintiffs Joel Snider and Cathy Petershack have been damaged in an amount to be determined at trial.

TWENTY FIFTH CAUSE OF ACTION
(Negligence, negligent child abuse by Plaintiff Paul Mikles
against Tranquility Bay and all Defendants)

259. Plaintiff Paul Mikles realleges and incorporates by reference the allegations contained in paragraphs 1 through 62.

260. Paul Mikles, prior to June, 2000, was doing poorly in school exhibiting disrespectful behavior and creating chaos within his family. He was a substance user and a substance abuser. He had exhibited aggressive, violent and assaultive behaviors.

261. Plaintiff Judy Luck contacted the Defendants Teen Help seeking information about WWASP programs. Ms. Luck consulted with Teen Help marketing experts and received videos describing the Teen Help programs. In addition, Ms. Luck received a "Kids in Crisis" brochures as well as "The Source" magazine. All of the advertising and information received suggested the

1 WWASP program would answer the needs of her minor son Paul.

2 262. Plaintiff Luck, desperate for a solution, contracted with the Defendant Tranquility Bay,
3 on the Island of Jamaica. Luck paid \$4,000 upon executing the agreement and then paid \$3,200 per
4 month for the housing and education of her son Paul. In addition, Ms. Luck spent \$100 per month
5 for sundries.

6 263. Defendant Teen Help pressured Plaintiff Luck into signing an agreement providing
7 that the escort company, Clean and Sober Solutions, transport Plaintiff Paul Mikles to Defendant
8 Tranquility Bay. Ms. Luck paid \$ 4,000 to have her son transported to the Defendant facility.

9 264. Once enrolled at Tranquility Bay, the Plaintiff Mikles was subjected to threats,
10 intimidation, invasion of privacy, mental abuse, and random punishment. All communication
11 between the parent and child was extinguished. Plaintiff Luck believed Plaintiff Mikles was
12 benefiting from the experience at Defendant Tranquility Bay.

13 265. Tranquility Bay was staffed by uneducated, unlicensed employees who had no training
14 or experience in dealing with the troubled condition of the Plaintiff Mikles.

15 266. As Mikles' legal guardian and the institution that acted in loco parentis for him,
16 Tranquility Bay owed a duty to Mikles to exercise reasonable care in providing for his safety and
17 general welfare. It also owed him a duty to hire qualified persons to run and supervise its programs.

18 267. Tranquility Bay breached its duty to Mikles in some or all of the following ways:

- 19 (a) requiring him to live in unsafe and unsanitary conditions;
- 20 (b) failing to provide him with adequate or proper medical care when it knew or should
- 21 have known he required it;
- 22 (c) failing to provide him with adequate educational or instructional facilities;
- 23 (d) failing to properly train staff members in the proper methods of restraining students.
- 24 (e) failing to exercise reasonable care in restraining or handling students it knew or
- 25 should have known had a propensity for violent behavior;
- 26 (f) failing to hire qualified persons to staff its programs;
- 27 (g) retaining unqualified staff members when it knew or should have known that they
- 28 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and

other similarly situated individuals;

(h) withholding information from Ms. Luck which would have enabled her to remove her son long prior to his actual leaving of the Defendant facility;

(i) failing to provide nutritional food;

(j) accepting Plaintiff in a program which it knew or should have known would likely pose a danger to his health, safety and welfare;

(k) representing to Plaintiffs that it was qualified to care for him when it knew or should have known it was not.

268. As a direct and proximate result of some or all of the foregoing negligent acts, Paul Mikles has been damaged in an amount to be proved at trial.

TWENTY SIXTH CAUSE OF ACTION

(Breach of contract, fraud by Plaintiffs Judy Luck and Paul Mikles
against all Defendants)

269. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 259 through 268.

270. Ms. Luck enrolled her son Paul at the Defendant Institution as stated above. Plaintiff paid the sum of \$50,000 to Defendant Institution for the care of her son, Paul. In addition, Plaintiff paid \$1800 for sundries and \$400 for medication for Paul.

271. The Defendants made numerous claims to Judy Luck to the effect that they would provide a quality education and humane boarding facility, a positive and a loving atmosphere that was well equipped to deal with Paul's problems.

272. Plaintiff Luck relied on the claims of the Defendants that her son would be well cared for and properly educated in exchange for payments to Defendants.

273. Plaintiffs believed the numerous representations of Defendants that their Institutions offered hope and help to troubled youngsters through positive instruction within a loving atmosphere.

274. Defendants and all of them confined Paul Mikles through fraud and deception from June, 2000 through December 2001.

275. In direct violation in terms of the agreement between Plaintiffs and Defendants and

1 without the Plaintiff's knowledge or approval Paul was beaten, placed in OP, denied medical care
2 and was subjected to threats, starvation and emotional abuse.

3 276. Judy Luck was not informed of this treatment of her minor son. Paul Mikles was
4 fraudulently told by Defendant's staff members that his parents no longer cared for or wanted him
5 and that they did not want to communicate with him.

6 277. Plaintiff Paul Mikles never attended classes and was provided with some books to read
7 at his own pace and in his own time. There was no supervision. Whatever books were available to
8 Mikles were mostly torn and tattered.

9 278. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
10 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount
11 to be determined at trial.

12 279. Defendants conduct was an intentional misrepresentation, deceit or concealment of
13 material facts. Defendants undertook their actions with the intent of depriving Judy Luck of her legal
14 rights and otherwise causing injury to Paul Mikles. Defendants' actions and conduct was therefore
15 despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard for their rights
16 so as to justify an award of exemplary and punitive damages.

17 **TWENTY SEVENTH CAUSE OF ACTION**

18 (Assault and battery, false imprisonment, intentional infliction of
emotional distress by Plaintiff Paul Mikles against all Defendants)

19 280. Paul Mikles realleges and incorporates by reference the allegations contained in
20 paragraphs 1 through 62 and 259 through 279.

21 281. Defendants and all of them confined Paul Mikles while he was a minor without legal
22 justification by the use of fraud and deceit on him and his parents, from on or about June, 2000 until
23 December, 2001.

24 282. Although Defendants and all of them falsely imprisoned Paul Mikles and knowingly
25 acted in a manner that created a substantial risk to the life, body and health of this Plaintiff while he
26 was a child. Paul Mikles was prevented from leaving the Defendant Institution or using the
27 telephone or any other effective means of communication to report the abuse that he was receiving.

28 283. Paul Mikles suffered bodily injury at the hands of staff members of the Defendant

1 Institutions.

2 284. Paul was told repeatedly that his parents knew that he was being beaten and deprived
3 of food and water.

4 285. Paul was constantly being ridiculed by Defendant staff members.

5 286. Paul was forced into OP for weeks at a time. OP can best be described as a room or
6 series of rooms with concrete walls and concrete floors. Paul was forced for hours at a time to lie
7 face down on the concrete floors. He was not allowed to move his feet or his head. Permission was
8 needed to have a bathroom break, which often times was not granted. The bathroom had no door
9 and all staff and students could observe. Staff members required physical exercise for hours at a
10 time which caused physical exhaustion and heat sickness. While in OP, Paul Mikles slept on a bare
11 mattress, in a lighted hallway with no air circulation. He was required to write 5000 word essays on
12 the reason he was in OP.

13 287. Paul was made to feel intimidated by the staff, since many of them assaulted him from
14 time to time and many of them committed battery upon his person.

15 288. Paul feared for his safety and well being after watching other students being beaten and
16 sprayed with chemical sprays.

17 289. Paul was made to lie face down for hours without being permitted to move his face,
18 feet or hands. He was physically restrained by staff members and constantly feared for his safety.

19 290. Paul Mikles was only allowed to shower once a week.

20 291. The Defendants intentionally inflicted emotional distress on Paul Mikles by refusing
21 necessary medical care, by the standing threats of beatings and arbitrary punishments, and by
22 constant degradation and humiliation.

23 292. Paul Mikles is still severally tormented by the memories of what happened to him.

24 293. Paul Mikles was prevented from telling anybody, even his parents, about the horrible
25 abuses taking place inside these institutions because no phone calls were allowed when he was
26 injured. Paul has suffered dramatic negative change as a result of his mistreatment. Since his
27 release, he shows minimal affection to others within the family.

28 294. Plaintiff Paul Mikles has been damaged in an amount to be determined at trial.

TWENTY EIGHTH CAUSE OF ACTION
(Negligent medical care by Plaintiff Paul Mikles
against all Defendants)

295. Plaintiff Paul Mikles realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 and 259 through 294.

296. Paul Mikles, while at Tranquility Bay, was forced to suffer unwarranted and undeserved punishment for no apparent reason. Plaintiff Paul Mikles was deprived any contact with his parents or with a medical provider after these punishments.

297. Paul Mikles contracted scabies while at the Defendant Institution and was provided with no medical care for weeks until the condition had severely worsened. As a result of placement in OP, Paul developed a severe infection on his left foot which received no medical attention for weeks after being requested by this Plaintiff.

298. Defendants were negligent in not providing medical care for injuries caused by the Defendants or suffered by Paul otherwise.

299. Plaintiff Paul Mikles has been damaged in an amount to be determined at time of trial.

TWENTY NINTH CAUSE OF ACTION
(Breach of fiduciary duty by Plaintiff Paul Mikles
against all Defendants)

300. Plaintiff Paul Mikles realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 and 259 through 299.

301. The Defendants, by seeking and obtaining physical custody of Paul Mikles and thereafter placing him in a captive and abusive environment of their own making, disregarded his health, safety and welfare.

302. The Defendants, in the manner described above, breached their fiduciary duty as a parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing him pain, suffering, bodily injury and mental and emotional distress.

303. The conduct of Defendants was malicious and in reckless disregard of the Plaintiff's trust in them.

304. Plaintiff Paul Mikles has been damaged in an amount to be determined at time of trial.

//

THIRTIETH CAUSE OF ACTION

(Conspiracy to commit breach of contract by Plaintiffs Judy Luck and Paul Mikles against all Defendants except Tranquility Bay)

305. Plaintiffs Judy Luck and Paul Mikles reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 259 through 304.

306. All Defendants conspired to commit breaches of the agreement entered into with the Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any of the services that were promised prior to Paul Mikles entering the Tranquility Bay.

307. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of medical care.

308. Defendants' acts and their conspiracy to commit breach of contract were carried out with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not limited to the following:

- (a) failing to hire qualified persons to staff its programs;
- (b) failing to properly train staff members in the proper methods of restraining students.
- (c) requiring Paul to live in unsafe and unsanitary conditions;
- (d) failing to provide Paul with adequate educational or instructional facilities;
- (e) failing to exercise reasonable care in restraining or handling students it knew or should have known had a propensity for violent behavior;
- (f) retaining unqualified staff members when it knew or should have known that they were unqualified to perform their jobs and posed a safety risk to the Plaintiff and other similarly situated individuals;
- (g) failing to provide nutritional food;
- (h) failing to provide Paul with adequate or proper medical care when it knew or should have known he required it;
- (i) withholding information from Ms. Luck which would have enabled her to remove her son long prior to his actual leaving of the Defendant facility;

(j) accepting Plaintiff in a program which it knew or should have known would likely pose a danger to his health, safety and welfare;

309. As a direct and proximate result of some or all of the foregoing negligent acts, Plaintiffs Judy Luck and Paul Mikles have been damaged in an amount to be determined at trial.

THIRTY FIRST CAUSE OF ACTION

(Negligence, negligent child abuse by Plaintiff Evan Reichert against Carolina Springs Academy and High Impact and all Defendants)

310. Plaintiff Evan Reichert realleges and incorporates by reference the allegations contained in paragraphs 1 through 62.

311. Evan Reichert, prior to January 7, 2001, was doing poorly in school, having been suspended on numerous occasions. He was exhibiting disrespectful behavior and creating chaos within his family. He was a substance user and a substance abuser. He had been arrested on several occasions for a variety of minor criminal offenses.

312. Plaintiff Donna Watson contacted the Defendants Teen Help seeking information about WWASP programs. Ms. Watson consulted with Teen Help marketing experts and received videos describing the WWASP programs. The only programs referred to Ms. Watson were WWASP programs. In addition, Ms. Watson received a "Kids in Crisis" brochure as well as "The Source" magazine. All of the advertising and information received suggested the WWASP programs would answer the needs of her minor son Evan.

313. Plaintiff Watson, desperate for a solution, contracted with the Defendant Carolina Springs Academy. Watson paid \$5000 upon executing the agreement and then paid \$2,990 per month for the housing and education of her son Evan. In addition, Ms. Watson spent \$100 per month for sundries.

314. Plaintiff Reichert was enrolled at Carolina Springs Academy on January 7, 2001 through August 7, 2001. He was transferred to Defendant High Impact on August 7, 2001 and remained there through November 7, 2001. He was then sent back to Carolina Springs Academy from November 7, 2001 through February 4, 2002. The Plaintiff Reichert was subjected to threats, intimidation, and invasion of privacy, mental abuse, and random punishment. All communication between the parent and child was extinguished. Plaintiff Watson believed Plaintiff Reichert was

1 benefiting from the experience at Defendant Carolina Springs Academy and High Impact.

2 315. These institutions were staffed by uneducated, unlicensed employees who had no
3 training or experience in dealing with the troubled condition of the Plaintiff Reichert.

4 316. As Reichert's legal guardian and the institutions that acted in loco parentis for him,
5 Carolina Springs and High Impact owed a duty to Reichert to exercise reasonable care in providing
6 for his safety and general welfare. It also owed him a duty to hire qualified persons to run and
7 supervise its programs.

8 317. Carolina Springs Academy and High Impact breached their duty to Reichert in some or
9 all of the following ways:

- 10 (a) requiring him to live in unsafe and unsanitary conditions;
- 11 (b) failing to provide him with adequate or proper medical care when it knew or should
- 12 have known he required it;
- 13 (c) failing to provide him with adequate educational or instructional facilities;
- 14 (d) failing to properly train staff members in the proper methods of restraining students.
- 15 (e) failing to exercise reasonable care in restraining or handling students it knew or
- 16 should have known had a propensity for violent or aggressive behavior;
- 17 (f) failing to hire qualified persons to staff their programs;
- 18 (g) retaining unqualified staff members when they knew or should have known that they
- 19 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
- 20 other similarly situated individuals;
- 21 (h) withholding information from Ms. Watson which would have enabled her to remove
- 22 her son long prior to his actual leaving of the Defendant facility;
- 23 (i) failing to provide nutritional food;
- 24 (j) accepting Plaintiff in programs which they knew or should have known would likely
- 25 pose a danger to his health, safety and welfare;
- 26 (k) representing to Plaintiffs that they were qualified to care for him when they knew or
- 27 should have known they were not.

28 318. As a direct and proximate result of some or all of the foregoing negligent acts, Evan

1 Reichert has been damaged in an amount to be proved at trial.

2 **THIRTY SECOND CAUSE OF ACTION**
3 (Breach of contract, fraud by Plaintiffs Donna Watson and Evan Reichert
4 against all Defendants)

5 319. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs
6 1 through 62 and 310 through 318.

7 320. Ms. Watson enrolled her son Evan at the Defendant Institutions as stated above.
8 Plaintiff paid the sum of \$50,000 to Defendant Institution for the care of her son, Evan. In addition,
9 Plaintiff paid \$1,800 for sundries and \$400 for medication.

10 321. The Defendants made numerous claims to Donna Watson to the effect that they would
11 provide a quality education and humane boarding facility, a positive and a loving atmosphere that
12 was well equipped to deal with Evan's problems.

13 322. Plaintiff Watson relied on the claims of the Defendants that her son would be well
14 cared for and properly educated in exchange for payments to Defendants.

15 323. Plaintiffs believed the numerous representations of Defendants that their Institutions
16 offered hope and help to troubled youngsters through positive instruction within a loving
17 atmosphere.

18 324. Defendants and all of them confined Evan Reichert through fraud and deception from
19 January 7, 2001 through February 4, 2002.

20 325. In direct violation in terms of the agreement between Plaintiffs and Defendants and
21 without the Plaintiff's knowledge or approval Evan was beaten, placed in OP, denied medical care
22 and was subjected to threats, starvation and emotional abuse. He was forced to sleep in a dog kennel
23 while at High Impact.

24 326. Donna Watson was not informed of this treatment of her minor son, Evan Reichert.
25 Evan Reichert was fraudulently told by Defendants' staff members that his parents no longer wanted
26 him and that they did not want to communicate with him.

27 327. Plaintiff Evan Reichert never attended classes and was provided with some books to
28 read at his own pace and in his own time. There was no supervision. Whatever books were
available to Reichert were mostly torn and tattered.

328. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items, by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount to be determined at trial.

329. Defendants conduct was an intentional misrepresentation, deceit or concealment of material facts. Defendants undertook their actions with the intent of depriving Donna Watson of her legal rights and otherwise causing injury to Evan Reichert. Defendants' actions and conduct was therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard for their rights so as to justify an award of exemplary and punitive damages.

THIRTY THIRD CAUSE OF ACTION

(Assault and battery, false imprisonment, intentional infliction of emotional distress by Plaintiff Evan Reichert against all Defendants)

330. Evan Reichert realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 and 310 through 329.

331. Defendants and all of them confined Evan Reichert while he was a minor without legal justification by the use of fraud and deceit on him and his parents, from on or about January 7, 2001 until February 4, 2002.

332. Defendants and all of them falsely imprisoned Evan Reichert and knowingly acted in a manner that created a substantial risk to the life, body and health of this Plaintiff while he was a child. Reichert was prevented from leaving Defendants' Institutions or using the telephone or any other effective means of communication to report the abuse that he was receiving.

333. Evan Reichert suffered bodily injury at the hands of staff members of the Defendant Institutions.

334. Evan was told repeatedly that his parents knew that he was being beaten and deprived of food and water.

335. Evan was constantly being ridiculed by Defendant staff members.

336. Evan was forced into OP for weeks at a time. OP can best be described as a room or series of rooms with concrete walls and concrete floors. Evan was forced for hours at a time to lie face down on the concrete floors. He was not allowed to move his feet or his head. Permission was needed to have a bathroom break, which often times was not granted. The bathroom had no door

1 and all staff and students could observe. Staff members required physical exercise for hours at a
2 time which caused physical exhaustion and heat sickness. While in OP, Reichert slept on a bare
3 mattress, in a lighted hallway with no air circulation. He was required to write 5000 word essays on
4 the reason he was in OP.

5 337. Evan was made to feel intimidated by the staff, since many of them assaulted him from
6 time to time and many of them committed battery upon his person.

7 338. Evan feared for his safety and well being after watching other students being beaten
8 and sprayed with chemical sprays.

9 339. Evan was made to lie face down for hours without being permitted to move his face,
10 feet or hands. He was physically restrained by staff members and constantly feared for his safety.

11 340. Reichert was only allowed to shower once a week.

12 341. The Defendants intentionally inflicted emotional distress on Reichert by refusing
13 necessary medical care, by the standing threats of beatings and arbitrary punishments, and by
14 constant degradation and humiliation.

15 342. Reichert is still severally tormented by the memories of what happened to him.

16 343. Reichert was prevented from telling anybody, even his parents, about the horrible
17 abuses taking place inside these institutions because no phone calls were allowed when he was
18 injured. Evan has suffered dramatic negative change as a result of his mistreatment. Since his
19 release, he shows minimal affection to others within the family.

20 344. Plaintiff Evan Reichert has been damaged in an amount to be determined at trial.

21 **THIRTY FOURTH CAUSE OF ACTION**
22 (Negligent medical care by Plaintiff Evan Reichert
23 against all Defendants)

24 345. Plaintiff Evan Reichert realleges and incorporates by reference the allegations
25 contained in paragraphs 1 through 62 and 310 through 344.

26 346. Reichert while at Defendant Institutions was forced to suffer unwarranted and
27 undeserved punishment for no apparent reason. Plaintiff Evan Reichert was deprived any contact
28 with his parents or with a medical provider after these punishments.

347. Evan Reichert contracted scabies while at the Defendant Institution and was provided

1 with no medical care for weeks until the condition had severely worsened. As a result of placement
2 in OP, Evan developed a severe infection on his left foot which received no medical attention for
3 weeks after being requested by this Plaintiff. While at Carolina Spring Academy, he attempted
4 suicide by cutting his wrists with broken light bulbs.

5 348. Defendants were negligent in not providing medical care for injuries caused by the
6 Defendants or suffered by Evan otherwise.

7 349. Plaintiff Evan Reichert has been damaged in an amount to be determined at time of
8 trial.

9 **THIRTY FIFTH CAUSE OF ACTION**
10 (Breach of fiduciary duty by Plaintiff Evan Reichert
against all Defendants)

11 350. Plaintiff Evan Reichert realleges and incorporates by reference the allegations
12 contained in paragraphs 1 through 62 and 310 through 349.

13 351. The Defendants, by seeking and obtaining physical custody of Reichert and thereafter
14 placing him in a captive and abusive environment of their own making, disregarded his health, safety
15 and welfare.

16 352. The Defendants, in the manner described above, breached their fiduciary duty as a
17 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing
18 him pain, suffering, bodily injury and mental and emotional distress.

19 353. The conduct of Defendants was malicious and in reckless disregard of the Plaintiff's
20 trust in them.

21 354. Plaintiff Evan Reichert has been damaged in an amount to be determined at time of
22 trial.

23 **THIRTY SIXTH CAUSE OF ACTION**
24 (Conspiracy to commit breach of contract by Plaintiffs Watson and Reichert against all
Defendants except Carolina Springs Academy and High Impact)

25 355. Plaintiffs Watson and Reichert reallege and incorporate by reference the allegations
26 contained in paragraphs 1 through 62 and 310 through 354.

27 356. All Defendants conspired to commit breaches of the agreement entered into with the
28 Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any

1 of the services that were promised prior to Evan Reichert entering Carolina Springs Academy.

2 357. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
3 education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of
4 medical care. Defendants had no ability to treat the needs of this Plaintiff.

5 358. Defendants' acts and their conspiracy to commit breach of contract were carried out
6 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
7 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include, but are not
8 limited to, the following:

- 9 (a) failing to hire qualified persons to staff its programs;
- 10 (b) failing to properly train staff members in the proper methods of restraining students.
- 11 (c) requiring Evan to live in unsafe and unsanitary conditions;
- 12 (d) failing to provide Evan with adequate educational or instructional facilities;
- 13 (e) failing to exercise reasonable care in restraining or handling students it knew or
14 should have known had a propensity for violent behavior;
- 15 (f) retaining unqualified staff members when it knew or should have known that they
16 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
17 other similarly situated individuals;
- 18 (g) failing to provide nutritional food;
- 19 (h) failing to provide Evan with adequate or proper medical care when it knew or should
20 have known he required it;
- 21 (i) withholding information from Ms. Watson which would have enabled her to remove
22 her son long prior to his actual leaving of the Defendant facility;
- 23 (j) accepting Plaintiff in a program which it knew or should have known would likely
24 pose a danger to his health, safety and welfare;

25 359. As a direct and proximate result of some or all of the foregoing negligent acts,
26 Plaintiffs Watson and Reichert have been damaged in an amount to be determined at trial.

27 //

28 //

THIRTY SEVENTH CAUSE OF ACTION
(Negligence, negligent child abuse by Plaintiff Paige Hansen against Casa by the Sea and all Defendants)

360. Plaintiff Paige Hansen realleges and incorporates by reference the allegations contained in paragraphs 1 through 62.

361. Paige Hansen prior to March 30, 2002, was doing poorly in school, having been suspended on numerous occasions. She was exhibiting disrespectful behavior and creating chaos within her family. She was a substance user and a substance abuser.

362. Plaintiff Kimberley Hansen contacted the Defendants Teen Help seeking information about WWASP programs. Ms. Hansen consulted with Teen Help marketing experts and received videos describing the WWASP programs. The only programs referred to Ms. Watson were WWASP programs. In addition, Ms. Watson received a "Kids in Crisis" brochure as well as "The Source" magazine. All of the advertising and information received suggested the WWASP programs would answer the needs of her minor daughter, Paige.

363. Plaintiff Hansen, desperate for a solution, contracted with the Defendant Casa by the Sea (Casa). Hansen paid \$4290 upon executing the agreement, plus \$95 for "the student's incidental fee", and \$295 for a student uniform. Ms. Hansen then paid \$2290 per month for the housing and education of her daughter Paige. In addition, Ms. Hansen spent \$95 per month for sundries.

364. While enrolled at Casa, Paige Hansen was subjected to threats, intimidation, invasion of privacy, mental abuse, and random punishment. All communication between the parent and child was extinguished. Plaintiff Hansen believed her daughter was benefiting from her experiences at Defendant Casa

365. The institution was staffed by uneducated, unlicensed employees who had no training or experience in dealing with the troubled condition of the Plaintiff Hansen.

366. As Hansen's legal guardian and the institution that acted in loco parentis for her, Casa owed a duty to Hansen to exercise reasonable care in providing for her safety and general welfare. It also owed her a duty to hire qualified persons to run and supervise its programs.

367. Casa breached their duty to Hansen in some or all of the following ways;

(a) requiring her to live in unsafe and unsanitary conditions;

- (b) failing to provide her with adequate or proper medical care when it knew or should have known she required it;
- (c) failing to provide her with adequate educational or instructional facilities;
- (d) failing to properly train staff members in the proper methods of restraining students.
- (e) failing to exercise reasonable care in restraining or handling students it knew or should have known had a propensity for violent or aggressive behavior;
- (f) failing to hire qualified persons to staff their programs;
- (g) retaining unqualified staff members when it knew or should have known that they were unqualified to perform their jobs and posed a safety risk to the Plaintiff and other similarly situated individuals;
- (h) withholding information from Ms. Hansen which would have enabled her to remove her daughter long prior to his actual leaving of the Defendant facility;
- (i) failing to provide nutritional food;
- (j) accepting Plaintiff in programs which they knew or should have known would likely pose a danger to her health, safety and welfare;
- (k) representing to Plaintiffs that they were qualified to care for her when they knew or should have known they were not.

368. As a direct and proximate result of some or all of the foregoing negligent acts, Paige Hansen has been damaged in an amount to be proved at trial.

THIRTY EIGHTH CAUSE OF ACTION

(Breach of contract, fraud by Plaintiffs Kimberley and Paige Hansen
against all Defendants)

369. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 360 through 368.

370. Ms. Hansen enrolled her daughter, Paige at the Defendant Institution as stated above. Plaintiff paid the sum of \$50,000.00 to Defendant Institution for the care of her daughter. In addition, Plaintiff paid \$1800.00 for sundries and \$400.00 for medication.

371. The Defendants made numerous claims to Kimberley Hansen to the effect that they would provide a quality education and humane boarding facility, a positive and a loving atmosphere

1 that was well equipped to deal with Paige's problems.

2 372. Plaintiff Hansen relied on the claims of the Defendants that her daughter would be well
3 cared for and properly educated in exchange for payments to Defendants.

4 373. Plaintiffs believed the numerous representations of Defendants that their Institutions
5 offered hope and help to troubled youngsters through positive instruction within a loving
6 atmosphere.

7 374. Defendants and all of them confined Paige Hansen through fraud and deception from
8 March 30, 2002 through May, 2003.

9 375. In direct violation in terms of the agreement between Plaintiffs and Defendants and
10 without the Plaintiff's knowledge or approval, Paige was placed in OP, denied medical care and was
11 subjected to threats, poor nutrition and emotional abuse.

12 376. Kimberley Hansen was not informed of this treatment of daughter. Paige Hansen was
13 fraudulently told by Defendants' staff members that her mother no longer wanted her and that she
14 did not want to communicate with her.

15 377. Plaintiff Paige Hansen never attended classes and was provided with some books to
16 read. There was no supervision. Whatever books were available to Hansen were mostly torn and
17 tattered.

18 378. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
19 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount
20 to be determined at trial.

21 379. Defendants conduct was an intentional misrepresentation, deceit or concealment of
22 material facts. Defendants undertook their actions with the intent of depriving Kimberley Hansen of
23 her legal rights and otherwise causing injury Paige Hansen. Defendants' actions and conduct was
24 therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard for
25 their rights so as to justify an award of exemplary and punitive damages.

26 **THIRTY NINTH CAUSE OF ACTION**

27 (False imprisonment, intentional infliction of emotional distress by
28 Plaintiff Paige Hansen against all Defendants)

380. Paige Hansen realleges and incorporates by reference the allegations contained in

1 paragraphs 1 through 62 and 360 through 380.

2 381. Defendants and all of them confined Paige while she was a minor without legal
3 justification by the use of fraud and deceit on her and her mother, from on or March 30, 2002
4 through May, 2003.

5 382. Although Defendants and all of them falsely imprisoned Paige Hansen and knowingly
6 acted in a manner that created a substantial risk to the life, body and health of this Plaintiff while she
7 was a child. Hansen was prevented from leaving Defendants' Institutions or using the telephone or
8 any other effective means of communication to report the abuse that she was receiving.

9 383. Paige was constantly being ridiculed by Defendant staff members.

10 384. Paige feared for her safety and well being after watching other students being beaten.

11 385. The Defendants intentionally inflicted emotional distress on Hansen by refusing
12 necessary medical care, by the standing threats of beatings and arbitrary punishments, and by
13 constant degradation and humiliation.

14 386. Hansen is still tormented by the memories of what happened to her.

15 387. Hansen was prevented from telling anybody, even her mother, about the horrible
16 abuses taking place inside these institutions because no phone calls were allowed. Paige has
17 suffered dramatic negative change as a result of her mistreatment. Since her release, she shows
18 minimal affection to others within the family.

19 388. Plaintiff Paige Hansen has been damaged in an amount to be determined at trial.

20 **FOURTIETH CAUSE OF ACTION**
21 (Negligent medical care by Plaintiff Paige Hansen
22 against all Defendants)

23 389. Plaintiff Paige Hansen realleges and incorporates by reference the allegations
24 contained in paragraphs 1 through 62 and 360 through 388.

25 390. Hansen, while at Defendant Institution, was forced to suffer unwarranted and
26 undeserved punishment for no apparent reason. Plaintiff Paige Hansen was deprived any contact
27 with her parents or with a medical provider after these punishments.

28 391. Defendants were negligent in not providing medical care for injuries caused by the
Defendants or suffered by Hansen otherwise.

392. Plaintiff Paige Hansen has been damaged in an amount to be determined at time of trial.

FORTY FIRST CAUSE OF ACTION

(Conspiracy to commit breach of contract by Plaintiffs Hansen against all Defendants Except Casa by the Sea)

393. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 360 through 392.

394. All Defendants conspired to commit breaches of the agreement entered into with the Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any of the services that were promised prior to Paige Hansen entering Casa by the Sea.

395. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of education, lack of medical care, assault and battery, unsanitary conditions, lack of nutritional food and lack of medical care. Defendants had no ability to treat the needs of Ms. Hansen.

396. Defendants' acts and their conspiracy to commit breach of contract were carried out with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not limited to the following:

- (a) failing to hire qualified persons to staff its programs;
- (b) failing to properly train staff members in the proper methods of restraining students.
- (c) requiring Paige to live in unsafe and unsanitary conditions;
- (d) failing to provide Paige with adequate educational or instructional facilities;
- (e) failing to exercise reasonable care in restraining or handling students it knew or should have known had a propensity for violent behavior;
- (f) retaining unqualified staff members when it knew or should have known that they were unqualified to perform their jobs and posed a safety risk to the Plaintiff and other similarly situated individuals;
- (g) failing to provide nutritional food;
- (h) failing to provide Paige with adequate or proper medical care when it knew or should have known she required it;

1 (i) withholding information from Ms. Hansen which would have enabled her to remove
2 her daughter long prior to her actual leaving of the Defendant facility;

3 (j) accepting Plaintiff in a program which it knew or should have known would likely
4 pose a danger to her health, safety and welfare;

5 397. As a direct and proximate result of some or all of the foregoing negligent acts,
6 Plaintiffs Kimberley and Paige Hansen have been damaged in an amount to be determined at trial.

7 **FORTY SECOND CAUSE OF ACTION**

8 (Negligence, negligent child abuse by Plaintiff Aaron Greenbarg against
9 Tranquility Bay, Spring Creek Lodge and all Defendants)

10 398. Plaintiff Aaron Greenbarg realleges and incorporates by reference the allegations
11 contained in paragraphs 1 through 62.

12 399. Plaintiff Dr. Phillip Greenbarg contacted the Defendants Teen Help seeking
13 information about WWASP programs. Dr. Phillip Greenbarg consulted with Teen Help marketing
14 experts and received videos describing the Teen Help programs. In addition, Dr. Phillip Greenbarg
15 received a "Kids in Crisis" brochures as well as "The Source" magazine. All of the advertising and
16 information received suggested the WWASP program would answer the needs of his minor son
17 Aaron.

18 400. Phillip Greenbarg specifically advised the defendants and/or their agents, that Aaron
19 Greenbarg had been diagnosed with ADHD. He also specifically advised the Defendants and/or
20 their agents, that Aaron Greenbarg had been doing poorly in school and was exhibiting anti-social
21 behavior. He was at times violent and generally non communicative.

22 401. Notwithstanding receipt of this information, Teen Help suggested the WWASP
23 programs were capable of handling Aaron's problems even though it knew or should have known
24 that to be false.

25 402. Plaintiff Greenbarg, desperate for a solution, contracted with the Defendant Tranquility
26 Bay for the period of December, 1998 through December, 2000 and Defendant Spring Creek Lodge
27 for the period of December, 2000 through April, 2001. Dr. Greenbarg paid \$5,000 upon executing
28 the agreement and then paid \$3,000 per month for the housing and education of his son Aaron. In
addition, Dr. Greenbarg spent \$1,800 for sundries.

1 403. While enrolled at Tranquility Bay and Spring Creek Lodge, Plaintiff Aaron Greenbarg
2 was subjected to threats, intimidation, invasion of privacy, mental abuse, and random punishment.
3 All communication between the parent and child was extinguished. Plaintiff Dr. Phillip Greenbarg
4 believed Plaintiff Aaron Greenbarg was benefiting from the experience at Defendants institutions.

5 404. Tranquility Bay and Spring Creek Lodge were staffed by uneducated, unlicensed
6 employees who had no training or experience in dealing with the troubled condition of the Plaintiff
7 Aaron Greenbarg.

8 405. As Aaron Greenbarg's legal guardian and the institutions that acted in loco parentis for
9 Aaron, they owed a duty to Aaron Greenbarg to exercise reasonable care in providing for his safety
10 and general welfare. They also owed him a duty to hire qualified persons to run and supervise their
11 programs.

12 406. Tranquility Bay and Spring Creek Lodge breached their duty to Aaron Greenbarg in
13 some or all of the following ways;

- 14 (a) requiring him to live in unsafe and unsanitary conditions;
- 15 (b) failing to provide him with adequate or proper medical care when they knew or
16 should have known he required it;
- 17 (c) failing to provide him with adequate educational or instructional facilities;
- 18 (d) failing to properly train staff members in the proper methods of restraining students.
- 19 (e) failing to exercise reasonable care in restraining or handling students they knew or
20 should have known had a propensity for violent behavior;
- 21 (f) failing to hire qualified persons to staff their programs;
- 22 (g) retaining unqualified staff members when they knew or should have known that they
23 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
24 other similarly situated individuals;
- 25 (h) withholding information from Dr. Greenbarg which would have enabled him to
26 remove his son long prior to his actual leaving of the Defendant facility;
- 27 (i) failing to provide nutritional food;
- 28 (j) accepting Plaintiff in a program which they knew or should have known would likely

pose a danger to his health, safety and welfare;

(k) representing to Aaron Greenbarg that they were qualified to care for him when they knew or should have known they were not.

407. As a direct and proximate result of some or all of the foregoing negligent acts, Aaron Greenbarg has been damaged in an amount to be proved at trial.

FORTY THIRD CAUSE OF ACTION

(Breach of contract, fraud by Plaintiffs Dr. Phillip Greenbarg and Aaron Greenbarg against all Defendants)

408. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 398 through 407.

409. Dr. Greenbarg enrolled his son Aaron Greenbarg at Defendant Institutions as stated above. Plaintiff Greenbarg paid the sum of \$90,000.00 to Defendant Institutions for the care of his son, Aaron. In addition, Plaintiff paid \$2,000.00 for sundries, and \$500.00 for medication.

410. The Defendants made numerous claims to Dr. Greenbarg to the effect that they would provide a quality education and humane boarding facility in a positive and a loving atmosphere.

411. Plaintiff Dr. Greenbarg relied on the claims of the Defendants that his son would be well cared for and properly educated in exchange for payments to Defendants.

412. Plaintiffs believed the numerous representations of Defendants that their Institutions offered hope and help to troubled youngsters through positive instruction within a loving atmosphere.

413. Defendants and all of them confined Aaron Greenbarg through fraud and deception from December 1998 through April 2001.

414. In direct violation in terms of the agreement between Plaintiffs and Defendants and without the Plaintiff's knowledge or approval, Aaron Greenbarg was beaten, placed in solitary confinement in the "Hobbit" and OP as well as was denied medical care and was subjected to threats, starvation and emotional abuse.

415. Dr. Greenbarg was not informed of this treatment of his minor son. Aaron Greenbarg was fraudulently told by Defendants' staff members that his parents no longer cared for him or wanted him and that they did not want to communicate with him.

1 416. Plaintiff Aaron Greenbarg never attended classes and was provided with some books to
2 read at his own pace and in his own time. There was no supervision.

3 417. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
4 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount
5 to be determined at trial.

6 418. Defendants conduct was an intentional misrepresentation, deceit or concealment of
7 material facts. Defendants undertook their actions with the intent of depriving Phillip Greenbarg of
8 his legal rights and otherwise causing injury to Aaron Greenbarg. Defendants' actions and conduct
9 was therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard
10 for their rights so as to justify an award of exemplary and punitive damages.

11 **FORTY FOURTH CAUSE OF ACTION**

12 (Assault and battery, false imprisonment, intentional infliction of
emotional distress by Plaintiff Aaron Greenbarg against all Defendants)

13 419. Aaron Greenbarg realleges and incorporates by reference the allegations contained in
14 paragraphs 1 through 62 and 398 through 418.

15 420. Defendants and all of them confined Aaron Greenbarg while he was a minor without
16 legal justification by the use of fraud and deceit on him and his parents, from on or about December,
17 1998 until on or about April, 2001.

18 421. Although Defendants and all of them falsely imprisoned Aaron Greenbarg and
19 knowingly acted in a manner that created a substantial risk to the life, body and health of this
20 Plaintiff while he was a child, he was prevented from leaving Defendants' Institutions or using the
21 telephone or any other effective means of communication to report the abuse that he was receiving.

22 422. Aaron Greenbarg suffered bodily injury at the hands of staff members of the Defendant
23 Institutions.

24 423. Aaron was told repeatedly that his parents knew that he was being mistreated and
25 deprived of food and water.

26 424. Aaron was constantly being ridiculed by Defendant staff members.

27 425. Aaron was forced to live in the "Hobbit" and OP for weeks at a time. The "Hobbit" can
28 best be described as a series of three (3) log cabins set on a concrete slab. There was one portable

1 toilet for as many as twenty children. There was no running water and no heat. Students are sent to
2 the "Hobbit" to be disciplined. OP is an area where students are sent for punishment and are forced
3 to lie face down for hours at a time without the ability to move their arms, legs or head.

4 426. Aaron was made to feel intimidated by the staff, since many of them carried large cattle
5 prods with which to threaten him.

6 427. Aaron feared for his safety and well being after watching other students being beaten
7 and abused. He was constantly aware of the "screams" of other children.

8 428. Defendants committed numerous physical assaults upon Aaron; by physically
9 restraining Aaron and breaking his shoulder, and depriving him of food and water.

10 429. The Defendants intentionally inflicted emotional distress on Aaron Greenbarg by
11 refusing necessary medical care; by standing threats of beatings; arbitrary punishment; and by
12 constant degradation and humiliation.

13 430. Aaron Greenbarg is still severally tormented by the memories of what happened to
14 him.

15 431. Aaron Greenbarg was prevented from telling anybody, even his parents, about the
16 horrible abuses taking place inside these institutions because no phone calls were allowed when he
17 was injured. Aaron Greenbarg has suffered dramatic negative change as a result of his mistreatment.
18 Since his release, he shows minimal affection to others within the family and is suffering from Post
19 Traumatic Stress syndrome.

20 432. Plaintiff Aaron Greenbarg has been damaged in an amount to be determined at trial.

21 **FORTY FIFTH CAUSE OF ACTION**
22 (Negligent medical care by Plaintiff Aaron Greenbarg
23 against all Defendants)

24 433. Plaintiff Aaron Greenbarg realleges and incorporates by reference the allegations
25 contained in paragraphs 1 through 62 and 398 through 432.

26 434. Aaron Greenbarg, while at Tranquility Bay and Spring Creek Lodge, was forced to
27 suffer unwarranted and undeserved punishment for no apparent reason. Plaintiff Aaron Greenbarg
28 was deprived any contact with his parents or with a medical provider after these punishments.

435. Aaron Greenbarg was not taken for medical help when the Tranquility Bay staff broke

1 his shoulder during a "restraint". Only after suffering for many days with a broken shoulder, did
2 Greenbarg receive some treatment.

3 436. Defendants were negligent in not providing medical care for injuries caused by the
4 Defendants or suffered by Aaron otherwise.

5 437. Plaintiff Aaron Greenbarg has been damaged in an amount to be determined at time of
6 trial.

7 **FORTY SIXTH CAUSE OF ACTION**
8 (Breach of fiduciary duty by Plaintiff Aaron Greenbarg against
9 all Defendants)

10 438. Plaintiff Aaron Greenbarg realleges and incorporates by reference the allegations
11 contained in paragraphs 1 through 62 and 398 through 437.

12 439. The Defendants, by seeking and obtaining physical custody of Aaron Greenbarg and
13 thereafter placing him in a captive and abusive environment of their own making disregarded his
14 health, safety and welfare.

15 440. The Defendants, in the manner described above, breached their fiduciary duty as a
16 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing
17 him pain, suffering, bodily injury and mental and emotional distress.

18 441. The conduct of Defendants in undertaking their actions with the intent of breaching
19 their fiduciary duty subjected Plaintiff Greenbarg to unjust hardship and was malicious and in
20 reckless disregard of the Plaintiff's rights and justifies an award of exemplary and punitive damages.

21 442. Plaintiff Aaron Greenbarg has been damaged in an amount to be determined at time of
22 trial.

23 **FORTY SEVENTH CAUSE OF ACTION**
24 (Conspiracy to commit breach of contract by Plaintiffs Phillip Greenbarg and
25 Aaron Greenbarg against all Defendants except Tranquility Bay and Spring Creek Lodge)

26 443. Plaintiffs Phillip Greenbarg and Aaron Greenbarg reallege and incorporate by
27 reference the allegations contained in paragraphs 1 through 62 and 398 through 442.

28 444. All Defendants conspired to commit breaches of the agreement entered into with the
Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any
of the services that were promised prior to Aaron Greenbarg entering Tranquility Bay and Spring

1 Creek Lodge.

2 445. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
3 education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of
4 medical care.

5 446. Defendants' acts and their conspiracy to commit breach of contract were carried out
6 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
7 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not
8 limited to the following:

- 9 (a) failing to hire qualified persons to staff their programs;
- 10 (b) failing to properly train staff members in the proper methods of restraining students.
- 11 (c) requiring Aaron Greenbarg to live in unsafe and unsanitary conditions;
- 12 (d) failing to provide Aaron Greenbarg with adequate educational or instructional
13 facilities;
- 14 (e) failing to exercise reasonable care in restraining or handling students they knew or
15 should have known had a propensity for violent behavior;
- 16 (f) retaining unqualified staff members when they knew or should have known that they
17 were unqualified to perform their jobs and posed a safety risk to the Plaintiff Aaron
18 Greenbarg and other similarly situated individuals;
- 19 (g) failing to provide nutritional food;
- 20 (h) failing to provide Aaron Greenbarg with adequate or proper medical care when they
21 knew or should have known he required it;
- 22 (i) withholding information from Dr. Phillip Greenbarg which would have enabled him
23 to remove his son long prior to his actual leaving of the Defendant facility;
- 24 (j) accepting Plaintiff in a program which they knew or should have known would likely
25 pose a danger to his health, safety and welfare;

26 447. As a direct and proximate result of some or all of the foregoing negligent acts,
27 Plaintiffs Aaron Greenbarg and Dr. Phillip Greenbarg have been damaged in an amount to be
28 determined at trial.

FORTY EIGHTH CAUSE OF ACTION

(Negligence, negligent child abuse by Plaintiff David LaMattina against Casa by the Sea, Spring Creek Lodge and all Defendants)

448. Plaintiff David LaMattina realleges and incorporates by reference the allegations contained in paragraphs 1 through 62.

449. David LaMattina prior to July 12, 1999 was failing at school and suffering from dyslexia. He had been arrested for petty theft and was using drugs.

450. Plaintiff Patti LaMattina contacted the Defendants Teen Help seeking information about WWASP programs. Ms. LaMattina was referred to Teen Help and WWASP by the Webster School in Madera, California. Ms. LaMattina consulted with the Teen Help experts and received videos describing the Teen Help programs. In addition Ms. LaMattina received a "Kids in Crisis" brochures as well as "The Source" magazine. All of the advertising and information received suggested the WWASP program would answer the needs of her minor son David.

451. Plaintiff LaMattina, desperate for a solution, contracted with the Defendant Casa by the Sea for the period July 12, 1999 through May 21, 2001 and the Defendant Spring Creek Lodge for the period May 21, 2001 through December 21, 2001. Ms. LaMattina paid \$5,000 upon executing the agreement and then paid an additional \$75,000.00 for the housing and education of her son David. In addition, Ms. LaMattina spent \$4,000.00 for sundries and transportation.

452. Once enrolled at the Defendant Institutions, Plaintiff David LaMattina was subjected to threats, intimidation, invasion of privacy, mental abuse, and random punishment. All communication between the parent and child was extinguished. Plaintiff Patti LaMattina believed her son was benefiting from the experience at Defendant Institutions.

453. Casa by the Sea and Spring Creek Lodge were staffed by uneducated, unlicensed employees who had no training or experience in dealing with the troubled condition of the Plaintiff David LaMattina.

454. As LaMattina's legal guardian and the institutions that acted in loco parentis for him, they owed a duty to him to exercise reasonable care in providing for his safety and general welfare. They also owed him a duty to hire qualified persons to run and supervise their programs.

455. Casa by the Sea and Spring Creek Lodge breached their duty to David LaMattina in

1 some or all of the following ways:

- 2 (a) requiring him to live in unsafe and unsanitary conditions;
- 3 (b) failing to provide him with adequate or proper medical care when they knew or
- 4 should have known he required it;
- 5 (c) failing to provide him with adequate educational or instructional facilities;
- 6 (d) failing to properly train staff members in the proper methods of restraining students.
- 7 (e) failing to exercise reasonable care in restraining or handling students they knew or
- 8 should have known had a propensity for violent behavior;
- 9 (f) failing to hire qualified persons to staff their programs;
- 10 (g) retaining unqualified staff members when they knew or should have known that they
- 11 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
- 12 other similarly situated individuals;
- 13 (h) withholding information from Ms. LaMattina which would have enabled her to
- 14 remove her son long prior to his actual leaving of the Defendant facility;
- 15 (i) failing to provide nutritional food;
- 16 (j) accepting Plaintiff in a program which it knew or should have known would likely
- 17 pose a danger to his health, safety and welfare;
- 18 (k) representing that they were qualified to care for David when they knew or should
- 19 have known they were not.

20 456. As a direct and proximate result of some or all of the foregoing negligent acts, David
21 LaMattina has been damaged in an amount to be proved at trial.

22 **FORTY NINTH CAUSE OF ACTION**

23 (Breach of contract, fraud by Plaintiffs Patti and David LaMattina against all Defendants)

24 457. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs
25 1 through 62 and 448 through 456.

26 458. Ms. LaMattina enrolled her son, David at Defendant Institutions as stated above.
27 Plaintiff LaMattina paid the sum of \$80,000.00 to Defendant Institutions for the care of her son,
28 David.

1 459. The Defendants made numerous claims to Ms. LaMattina to the effect that they would
2 provide a quality education and humane boarding facility in a positive and a loving atmosphere.

3 460. Plaintiff LaMattina relied on the claims of the Defendants that her son would be well
4 cared for and properly educated in exchange for payments to Defendants.

5 461. Plaintiffs believed the numerous representations of Defendants that their Institutions
6 offered hope and help to troubled youngest through positive instruction within a loving atmosphere.

7 462. Defendants and all of them confined David LaMattina through fraud and deception
8 from July 12, 1999 through December 21, 2001.

9 463. In direct violation in terms of the agreement between Plaintiffs and Defendants. David
10 LaMattina was beaten, placed in solitary confinement in the "Hobbit", denied medical care and was
11 subjected to threats, starvation and emotional abuse. He was placed in OP and forced to be
12 motionless for hours at a time.

13 464. Patti LaMatinna was not informed of this treatment of her minor son. David
14 LaMattina was fraudulently told by Defendant's staff members that his parents no longer wanted
15 him and that they did not want to communicate with him.

16 465. Plaintiff David LaMattina never attended classes because there were none. He was
17 provided with some books to read at his own pace and in his own time. There was no supervision.

18 466. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
19 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount
20 to be determined at trial.

21 467. Defendants conduct was an intentional misrepresentation, deceit or concealment of
22 material facts. Defendants undertook their actions with the intent of depriving Patti LaMattina of her
23 legal rights and otherwise causing injury to David LaMattina. Defendants' actions and conduct was
24 therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard for
25 their rights so as to justify an award of exemplary and punitive damages.

26 **FIFTIETH CAUSE OF ACTION**

27 (Assault and battery, false imprisonment, intentional infliction of
emotional distress by Plaintiff David LaMattina against all Defendants)

28 468. David LaMattina realleges and incorporates by reference the allegations contained in

1 paragraphs 1 through 428.

2 469. Defendants and all of them confined David LaMattina while he was a minor without
3 legal justification by the use of fraud and deceit on him and his parents, from on or about July 12,
4 1999 until December 21, 2001.

5 470. Defendants and all of them falsely imprisoned David LaMattina and knowingly acted
6 in a manner that created a substantial risk to the life, body and health of this Plaintiff while he was a
7 child. He was prevented from leaving Defendants' Institutions or using the telephone or any other
8 effective means of communication to report the abuse that he was receiving.

9 471. David LaMattina suffered bodily injury at the hands of staff members of the Defendant
10 Institutions.

11 472. David was told, repeatedly, that his parents knew that he was being mistreated and
12 deprived of food and water.

13 473. David was constantly being ridiculed by Defendant staff members.

14 474. David was forced to live in the "Hobbit" for weeks at a time.

15 475. David was made to feel intimidated by the staff, since many of them assaulted him on a
16 regular basis.

17 476. David feared for his safety and well being after watching other students being beaten
18 and abused. He was constantly aware of the "screams" of other children.

19 477. David was only allowed to shower once a week.

20 478. Defendants committed numerous batteries upon David, by kicking him and restraining
21 him.

22 479. The Defendants intentionally inflicted emotional distress on David LaMattina by
23 refusing necessary medical care, by the standing threats of beatings, arbitrary punishments and by
24 constant degradation and humiliation.

25 480. David LaMattina is still tormented by the memories of what happened to him.

26 481. David LaMattina was prevented from telling anybody, even his parents, about the
27 horrible abuses taking place inside these institutions because no phone calls were allowed when he
28 was injured. David has suffered dramatic negative change as a result of his mistreatment. Since his

1 release, he shows minimal affection to others within the family and is suffering from Post Traumatic
2 Stress syndrome.

3 482. Plaintiff David LaMattina has been damaged in an amount to be determined at trial.

4 **FIFTY FIRST CAUSE OF ACTION**
5 (Negligent medical care by Plaintiff David LaMattina
6 against all Defendants)

7 483. Plaintiff David LaMatina realleges and incorporates by reference the allegations
8 contained in paragraphs 1 through 62 and 448 through 482.

9 484. David LaMattina while at Defendant Institutions was forced to suffer unwarranted and
10 undeserved punishment for no apparent reason. He was deprived any contact with his parents or
11 with a medical provider after these punishments.

12 485. David was never taken to a doctor in order to be checked for internal injuries after the
13 beatings described above.

14 486. Defendants were negligent in not providing medical care for injuries caused by the
15 Defendants or suffered by David otherwise.

16 487. Plaintiff David LaMattina has been damaged in an amount to be determined at time of
17 trial.

18 **FIFTY SECOND CAUSE OF ACTION**
19 (Breach of fiduciary duty by Plaintiff David LaMattina
20 against all Defendants)

21 488. Plaintiff David LaMattina realleges and incorporates by reference the allegations
22 contained in paragraphs 1 through 62 and 448 through 487.

23 489. The Defendants, by seeking and obtaining physical custody of David LaMattina and
24 thereafter placing him in a captive and abusive environment of their own making, disregarded his
25 health, safety and welfare.

26 490. The Defendants, in the manner described above, breached their fiduciary duty as a
27 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing
28 him pain, suffering, bodily injury and mental and emotional distress.

491. The conduct of Defendants was malicious and in reckless disregard of the Plaintiff's
trust in them.

1 492. Plaintiff David LaMattina has been damaged in an amount to be determined at time of
2 trial.

3 **FIFTY THIRD CAUSE OF ACTION**

4 (Conspiracy to commit breach of contract by Plaintiffs Patti LaMattina and
David LaMattina against all Defendants except Casa By The Sea and Spring Creek Lodge)

5 493. Plaintiffs Patti LaMattina and David LaMattina reallege and incorporate by reference
6 the allegations contained in paragraphs 1 through 62 and 448 through 492.

7 494. All Defendants conspired to commit breaches of the agreement entered into with the
8 Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any
9 of the services that were promised prior to David LaMattina entering Defendant Institutions.

10 495. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
11 education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of
12 medical care.

13 496. Defendants' acts and their conspiracy to commit breach of contract were carried out
14 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
15 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not
16 limited to the following:

- 17 (a) failing to hire qualified persons to staff their programs;
- 18 (b) failing to properly train staff members in the proper methods of restraining students.
- 19 (c) requiring David to live in unsafe and unsanitary conditions;
- 20 (d) failing to provide David with adequate educational or instructional facilities;
- 21 (e) failing to exercise reasonable care in restraining or handling students they knew or
22 should have known had a propensity for violent behavior;
- 23 (f) retaining unqualified staff members when they knew or should have known that they
24 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
25 other similarly situated individuals;
- 26 (g) failing to provide nutritional food;
- 27 (h) failing to provide David with adequate or proper medical care when it knew or should
28 have known he required it;

- 1 (i) withholding information from Ms. LaMattina which would have enabled her to
2 remove her son long prior to his actual leaving of the Defendant facility;
3 (j) accepting Plaintiff in a program which it knew or should have known would likely
4 pose a danger to his health, safety and welfare;

5 497. As a direct and proximate result of some or all of the foregoing negligent acts,
6 Plaintiffs David LaMattina and Patti LaMattina have been damaged in an amount to be determined
7 at trial.

8 **FIFTY FOURTH CAUSE OF ACTION**

9 (Negligence, negligent child abuse by Plaintiff Christopher Goodwin, Jr. against
10 Casa By The Sea, High Impact, Cross Creek Center for Boys and all Defendants)

11 498. Plaintiff Christopher Goodwin, Jr. realleges and incorporates by reference the
12 allegations contained in paragraphs 1 through 62.

13 499. Christopher Goodwin, Jr. prior to October 1999, was using and abusing drugs,
14 exhibiting disrespectful behavior and creating chaos within the Goodwin family. He had alcohol
15 problems and was a victim of self-inflicted wounds. He was in therapy for all of these issues.

16 500. Plaintiff Christopher Goodwin contacted the Defendants Teen Help seeking
17 information about WWASP programs. Christopher Goodwin consulted with Teen Help marketing
18 experts and received videos describing the Teen Help programs. In addition, Mr. Goodwin received
19 a "Kids in Crisis" brochures as well as "The Source" magazine. All of the advertising and
20 information received suggested the WWASP program would answer the needs of his minor son
21 Christopher.

22 501. Defendant Teen Help pressured Plaintiff Christopher Goodwin into signing an
23 agreement providing that the escort company, Teen Escort Services, transport Plaintiff Christopher
24 Goodwin Jr. to Defendant Casa by the Sea. Mr. Goodwin paid \$4,000 to have his son transported to
25 the Defendant facility.

26 502. Plaintiff Goodwin, desperate for a solution, contracted with the Defendant Casa by the
27 Sea for the period of October 17, 1999 through May 26, 2000 and Defendant High Impact for the
28 period of May 26, 2000 through June 17, 2000. Mr. Goodwin then contracted with Cross Creek
Center for Boys for the period of June 17, 2000 through July 28, 2000. Mr. Goodwin paid \$4,000.00

1 upon executing the agreement with Casa by the Sea and then paid \$1,990.00 per month for the
2 housing and education of his son Christopher. The total cost paid to High Impact was \$4,000.00.
3 The monthly fee at Cross Creek Center for Boys was \$3,400.00.

4 503. While enrolled at Casa by the Sea, High Impact and Cross Creek Center for Boys, the
5 Plaintiff Christopher Goodwin, Jr. was subjected to threats, intimidation, invasion of privacy, mental
6 abuse, and random punishment. All communication between the parent and child was extinguished.
7 Plaintiff Christopher Goodwin believed Plaintiff Christopher Goodwin, Jr. was benefiting from the
8 experience at the Defendant institutions.

9 504. Casa By The Sea, High Impact and Cross Creek Center for Boys were staffed by
10 uneducated, unlicensed employees who had no training or experience in dealing with the troubled
11 condition of the Plaintiff Christopher Goodwin, Jr.

12 505. As Christopher's legal guardian and the institutions that acted in loco parentis for
13 Christopher, they owed a duty to Christopher Goodwin, Jr. to exercise reasonable care in providing
14 for his safety and general welfare. They also owed him a duty to hire qualified persons to run and
15 supervise their programs.

16 506. Casa By The Sea, High Impact and Cross Creek Center for Boys breached their duty to
17 Christopher Goodwin, Jr. in some or all of the following ways;

- 18 (a) requiring him to live in unsafe and unsanitary conditions;
- 19 (b) failing to provide him with adequate or proper medical care when they knew or
20 should have known he required it;
- 21 (c) failing to provide him with adequate educational or instructional facilities;
- 22 (d) failing to properly train staff members in the proper methods of restraining students.
- 23 (e) failing to exercise reasonable care in restraining or handling students they knew or
24 should have known had a propensity for violent behavior;
- 25 (f) failing to hire qualified persons to staff their programs;
- 26 (g) retaining unqualified staff members when they knew or should have known that they
27 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
28 other similarly situated individuals;

- 1 (h) withholding information from Mr. Goodwin which would have enabled him to
2 remove his son long prior to his actual leaving of the Defendant facility:
3 (i) failing to provide nutritional food;
4 (j) accepting Plaintiff in a program which they knew or should have known would likely
5 pose a danger to his health, safety and welfare;
6 (k) representing to Plaintiffs that they were qualified to care for him when they knew or
7 should have known they were not.

8 507. As a direct and proximate result of some or all of the foregoing negligent acts,
9 Christopher Goodwin, Jr. has been damaged in an amount to be proved at trial.

10 **FIFTY FIFTH CAUSE OF ACTION**

11 (Breach of contract, fraud by Plaintiffs Christopher Goodwin and Christopher
12 Goodwin, Jr. against all Defendants)

13 508. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs
14 1 through 62 and 498 through 507.

15 509. Mr. Goodwin enrolled his son Christopher at Defendant Institutions as stated above.
16 Plaintiff Goodwin paid the sum of \$35,000 to Defendant Institutions for the care of his son,
17 Christopher. In addition, Plaintiff paid \$2,000 for sundries, and \$2500 for medical related services.

18 510. Defendants made numerous claims to Christopher Goodwin to the effect that they
19 would provide a quality education and humane boarding facility within a positive and a loving
20 atmosphere.

21 511. Plaintiff Goodwin relied on the claims of the Defendants that his son would be well
22 cared for and properly educated in exchange for payments to Defendants.

23 512. Plaintiffs believed the numerous representations of Defendants that their Institutions
24 offered hope and help to troubled youngsters through positive instruction within a constructive
25 environment.

26 513. Defendants and all of them confined Christopher Goodwin, Jr. through fraud and
27 deception from October 17, 1999 through July 28, 2000.

28 514. In direct violation in terms of the agreement between Plaintiffs and Defendants and
without Christopher Goodwin's knowledge or approval, Christopher Goodwin, Jr. was beaten,

1 placed in OP as well as was denied medical care and was subjected to threats, starvation and
2 emotional abuse.

3 515. Christopher Goodwin was not informed of this treatment of his minor son. Christopher
4 Goodwin, Jr. was fraudulently told by Defendants' staff members that his parents no longer cared
5 about him and that they did not want to communicate with him.

6 516. Plaintiff Christopher Goodwin, Jr. never attended classes and was provided with some
7 books to read at his own pace and in his own time. There was no supervision.

8 517. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
9 by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount
10 to be determined at trial.

11 518. Defendants conduct was an intentional misrepresentation, deceit or concealment of
12 material facts. Defendants undertook their actions with the intent of depriving Christopher Goodwin
13 of his legal rights and otherwise causing injury to Christopher Goodwin, Jr. Defendants' actions and
14 conduct was therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious
15 disregard for their rights so as to justify an award of exemplary and punitive damages.

16 **FIFTY SIXTH CAUSE OF ACTION**

17 (Assault and battery, false imprisonment, intentional infliction of
18 emotional distress by Plaintiff Christopher Goodwin, Jr. against all Defendants)

19 519. Christopher Goodwin, Jr. realleges and incorporates by reference the allegations
20 contained in paragraphs 1 through 62 and 498 through 518.

21 520. Defendants and all of them confined Christopher Goodwin, Jr. while he was a minor
22 without legal justification by the use of fraud and deceit on him and his parents from on or about
23 October 17, 1999 through July 28, 2000.

24 521. Although Defendants and all of them falsely imprisoned Christopher Goodwin, Jr. and
25 knowingly acted in a manner that created a substantial risk to the life, body and health of this
26 Plaintiff while he was a child, he was prevented from leaving Defendants' Institutions or using the
27 telephone or any other effective means of communication to report the abuse that he was receiving.

28 522. Christopher Goodwin, Jr. suffered bodily injury at the hands of staff members of the
Defendant Institutions.

1 523. Christopher was told repeatedly that his parents knew that he was being mistreated and
2 deprived of food and water.

3 524. Christopher was constantly being ridiculed by Defendant staff members.

4 525. Christopher was forced to live in OP for long period of time.

5 526. Christopher was made to feel intimidated by the staff, since many of them carried large
6 objects with which to threaten him. He was attacked by staff member, Effren Hernandez Garcia and
7 was severely injured as a result. He was denied medical care after that attack.

8 527. Christopher feared for his safety and well being after watching other students being
9 beaten and abused. He was constantly aware of the "screams" of other children.

10 528. Christopher Goodwin, Jr. was only allowed to shower once a week.

11 529. Defendants committed numerous physical assaults upon Christopher, by hitting him,
12 and depriving him of food and water.

13 530. The Defendants intentionally inflicted emotional distress on Christopher Goodwin, Jr.
14 by refusing necessary medical care and by standing threats of beating. He was subject to arbitrary
15 punishment and constant degradation and humiliation.

16 531. Christopher Goodwin, Jr. is still severally tormented by the memories of what
17 happened to him.

18 532. Christopher Goodwin, Jr. was prevented from telling anybody, even his parents, about
19 the horrible abuses taking place inside these institutions because no phone calls were allowed even
20 when he was injured. Christopher suffered dramatic negative change as a result of his mistreatment.
21 Since his release, he shows minimal affection to others within the family and is suffering from Post
22 Traumatic Stress syndrome.

23 533. Plaintiff Christopher Goodwin, Jr. has been damaged in an amount to be determined at
24 trial.

25 **FIFTY SEVENTH CAUSE OF ACTION**

26 (Negligent medical care by Plaintiff Christopher Goodwin, Jr.
27 against all Defendants)

28 534. Plaintiff Christopher Goodwin, Jr. realleges and incorporates by reference the
allegations contained in paragraphs 1 through 62 and 498 through 533.

1 535. Christopher Goodwin, Jr. while at Casa by the Sea, High Impact and Cross Creek
2 Center for Boys was forced to suffer unwarranted and undeserved punishment for no apparent
3 reason. Plaintiff Christopher Goodwin, Jr. was deprived any contact with his parents or with a
4 medical provider after these punishments.

5 536. Christopher Goodwin, Jr. was never taken to a doctor in order to be checked for
6 internal injuries after the beatings described above.

7 537. Defendants were negligent in not providing medical care for injuries caused by the
8 Defendants or suffered by Christopher otherwise.

9 538. Plaintiff Christopher Goodwin, Jr. has been damaged in an amount to be determined at
10 time of trial.

11 **FIFTY EIGHTH CAUSE OF ACTION**

12 (Breach of fiduciary duty by Plaintiff Christopher Goodwin, Jr.
against all Defendants)

13 539. Plaintiff Christopher Goodwin, Jr. realleges and incorporates by reference the
14 allegations contained in paragraphs 1 through 62 and 498 through 538.

15 540. The Defendants, by seeking and obtaining physical custody of Christopher Goodwin,
16 Jr. and thereafter placing him in a captive and abusive environment of their own making, disregarded
17 his health, safety and welfare.

18 541. The Defendants, in the manner described above, breached their fiduciary duty as a
19 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing
20 him pain, suffering, bodily injury and mental and emotional distress.

21 542. The conduct of Defendants in undertaking their actions with the intent of breaching
22 their fiduciary duty subjected Plaintiff Goodwin to unjust hardship and was malicious and in reckless
23 disregard of the Plaintiff's rights and justifies an award of exemplary and punitive damages.

24 543. Plaintiff Christopher Goodwin, Jr. has been damaged in an amount to be determined at
25 time of trial.

26 //

27 //

28 //

FIFTY NINTH CAUSE OF ACTION

(Conspiracy to commit breach of contract by Plaintiffs Christopher Goodwin and Christopher Goodwin, Jr. against all Defendants Except Casa By The Sea, High Impact and Cross Creek Center for Boys)

544. Plaintiffs Christopher Goodwin and Christopher Goodwin, Jr. reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 498 through 540.

545. All Defendants conspired to commit breaches of the agreement entered into with the Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any of the services that were promised prior to Christopher Goodwin, Jr. entering Casa by the Sea, High Impact and Cross Creek Center for Boys.

546. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of medical care.

547. Defendants' acts and their conspiracy to commit breach of contract were carried out with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not limited to the following:

- (a) failing to hire qualified persons to staff their programs;
- (b) failing to properly train staff members in the proper methods of restraining students.
- (c) requiring Christopher Goodwin, Jr. to live in unsafe and unsanitary conditions;
- (d) failing to provide Goodwin with adequate educational or instructional facilities;
- (e) failing to exercise reasonable care in restraining or handling students they knew or should have known had a propensity for violent behavior;
- (f) retaining unqualified staff members when they knew or should have known that they were unqualified to perform their jobs and posed a safety risk to the Plaintiff and other similarly situated individuals;
- (g) failing to provide nutritional food;
- (h) failing to provide Goodwin with adequate or proper medical care when they knew or should have known he required it;

- 1 (i) withholding information from Mr. Goodwin which would have enabled him to
2 remove his son long prior to his actual leaving of the Defendant facility;
3 (j) accepting Plaintiff in a program which they knew or should have known would likely
4 pose a danger to his health, safety and welfare;

5 548. As a direct and proximate result of some or all of the foregoing negligent acts,
6 Plaintiffs Christopher Goodwin, Jr. and Christopher Goodwin have been damaged in an amount to
7 be determined at trial.

8 **SIXTIETH CAUSE OF ACTION**

9 (Negligence, negligent child abuse by Plaintiff Kerry Layne Brown against
10 Brightway Adolescent Hospital, Tranquility Bay and
11 all Defendants)

12 549. Plaintiff Kerry Layne Brown ("Brown") realleges and incorporates by reference the
13 allegations contained in paragraphs 1 through 62.

14 550. Brown, prior to January, 1997, was the subject of several juvenile complaints and was
15 doing poorly at school. He had committed violent acts and was using drugs.

16 551. Plaintiff Terry Cameron ("Cameron") contacted the Defendant Brightway Adolescent
17 Hospital seeking help for Brown. Brown was admitted to Brightway and after several days, the
18 Brightway staff strongly suggested that Brown be sent to Defendant Tranquility Bay. Cameron was
19 told that the then new facility would answer the needs of her minor son Brown.

20 552. Plaintiff Cameron, desperate for help for her troubled son, contracted with the
21 Defendant Tranquility for the period of February, 1997 through November 15, 1997. Ms. Cameron
22 paid \$5000 upon executing the agreement and then paid an additional \$15,000 for the housing, care
23 and education of her son Layne. In addition, Ms. Cameron spent \$2,500 for sundries and
24 transportation.

25 553. Once enrolled at the Defendant Institutions, the Plaintiff Brown was subjected to
26 threats, intimidation, invasion of privacy, mental abuse, and random punishment. All
27 communication between the parent and child was extinguished. Plaintiff Cameron believed her son
28 was benefiting from the experience at Defendant Institutions.

554. Brightway and Tranquility Bay were staffed by uneducated, unlicensed employees

1 who had no training or experience in dealing with the troubled condition of the Plaintiff Brown.

2 555. As Brown's legal guardian and the institutions that acted in loco parentis for him, they
3 owed a duty to him to exercise reasonable care in providing for his safety and general welfare. They
4 also owed him a duty to hire qualified persons to run and supervise their programs. Defendant Jay
5 Kay participated in the physical abuse of Brown together with staff member, Randall Hinton.

6 556. Brightway and Tranquility Bay breached their duty to Brown in some or all of the
7 following ways;

- 8 (a) requiring him to live in unsafe and unsanitary conditions;
- 9 (b) failing to provide him with adequate or proper medical care when they knew or
10 should have known he required it;
- 11 (c) failing to provide him with adequate educational or instructional facilities;
- 12 (d) failing to properly train staff members in the proper methods of restraining students.
- 13 (e) failing to exercise reasonable care in restraining or handling students they knew or
14 should have known had a propensity for violent behavior;
- 15 (f) failing to hire qualified persons to staff their programs;
- 16 (g) retaining unqualified staff members when they knew or should have known that they
17 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
18 other similarly situated individuals;
- 19 (h) withholding information from Ms. Cameron which would have enabled her to remove
20 her son long prior to his actual leaving of the Defendant facility;
- 21 (i) failing to provide nutritional food;
- 22 (j) accepting Plaintiff in a program which it knew or should have known would likely
23 pose a danger to his health, safety and welfare;
- 24 (k) representing that they were qualified to care for him when they knew or should have
25 known they were not.

26 557. As a direct and proximate result of some or all of the foregoing negligent acts, Brown
27 has been damaged in an amount to be proved at trial.

28 //

SIXTY FIRST CAUSE OF ACTION
(Breach of contract, fraud by Plaintiffs Cameron and Brown
against all Defendants)

558. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 62 and 549 through 557.

559. Ms. Cameron sent her son, Brown to Defendant Institutions as stated above. Plaintiff Cameron paid the sum of \$20,000 to Defendant Institutions for the care of her son, Brown.

560. The Defendants made numerous claims to Ms. Cameron to the effect that they would provide a quality education and humane boarding facility in a positive and a caring atmosphere where they were well positioned to treat Brown's problems.

561. Plaintiff Cameron relied on the claims of the Defendants that her son would be well cared for and properly educated in exchange for payments to Defendants.

562. Plaintiffs believed the numerous representations of Defendants that their Institutions offered hope and help to troubled youngsters through positive instruction within a caring atmosphere.

563. Defendants and all of them confined Brown through fraud and deception from February, 1997 through November 15, 1997.

564. In direct violation in terms of the agreement between Plaintiffs and Defendants and without the Plaintiff's knowledge or approval, Brown was beaten, placed in OP for the greater part of nine months, and sprayed with chemical agents on a daily basis. He was denied medical care and was subjected to threats, starvation and emotional abuse.

565. Cameron was not informed of this treatment of her minor son. Brown was fraudulently told by Defendant's staff members that his parents no longer wanted him and that they did not want to communicate with him.

566. Plaintiff Brown never attended classes because there were none. He was provided with some books to read at his own pace and in his own time. There was no supervision.

567. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items, by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Said amount to be determined at trial.

1 568. Defendants conduct was an intentional misrepresentation, deceit or concealment of
2 material facts. Defendants undertook their actions with the intent of depriving Cameron of her legal
3 rights and otherwise causing injury to Brown. Defendants' actions and conduct was therefore
4 despicable and subjected Plaintiffs to grief and unjust hardship in conscious disregard for their rights
5 so as to justify an award of exemplary and punitive damages.

6 **SIXTY SECOND CAUSE OF ACTION**

7 (Assault and battery, false imprisonment, intentional infliction of
8 emotional distress by Plaintiff Brown against all Defendants)

9 569. Brown realleges and incorporates by reference the allegations contained in paragraphs
10 1 through 62 and 549 through 568.

11 570. Defendants and all of them confined Brown while he was a minor without legal
12 justification by the use of fraud and deceit on him and his parents, from on or about February, 1997
13 until November 15, 1997.

14 571. Although Defendants and all of them falsely imprisoned Brown and knowingly acted
15 in a manner that created a substantial risk to the life, body and health of this Plaintiff while he was a
16 child. He was prevented from leaving Defendants' Institutions or using the telephone or any other
17 effective means of communication to report the abuse that he was receiving.

18 572. Brown suffered bodily injury at the hands of staff members of the Defendant
19 Institutions.

20 573. Brown was told, repeatedly, that his parents knew that he was being mistreated and
21 deprived of food and water.

22 574. Brown was constantly being ridiculed by Defendant staff members.

23 575. Brown was forced to live in OP for months at a time.

24 576. Brown was beaten by the staff and pepper sprayed on a daily basis. He was "hogtied"
25 with duct tape and was forced to lie face down for 3 straight days.

26 577. Brown feared for his safety and well being after watching other students being beaten
27 and abused. He was constantly aware of the "screams" of other children.

28 578. Brown was dragged across a concrete floor, face down and has permanent scars over
his body as a result of this treatment.

579. Brown was only allowed to shower once a week.

580. Defendants committed numerous physical assaults upon Brown by kicking him and restraining him.

581. Defendants intentionally inflicted emotional distress on Brown by refusing necessary medical care, by the standing threats of beatings and arbitrary punishments, and by constant degradation and humiliation.

582. Brown is still tormented by the memories of what happened to him.

583. Brown was prevented from telling anybody, even his parents, about the horrible abuses taking place inside these institutions because no phone calls were allowed when he was injured. Brown has suffered dramatic negative change as a result of his mistreatment.

584. Plaintiff Brown has been damaged in an amount to be determined at trial.

SIXTY THIRD CAUSE OF ACTION
(Negligent medical care by Plaintiff Brown against all Defendants)

585. Plaintiff Brown realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 and 549 through 584.

586. Brown, while at Defendant Institutions, was forced to suffer unwarranted and undeserved punishment for no apparent reason. He was deprived any contact with his parents or with a medical provider after these punishments.

587. Brown was never taken to a doctor in order to be checked for injuries after the beatings and chemical spraying described above.

588. Defendants were negligent in not providing medical care for injuries caused by the Defendants or suffered by Brown.

589. Plaintiff Brown has been damaged in an amount to be determined at time of trial. As a result of Defendant's conduct, Brown since his release from Defendant's custody has been confined to many psychiatric institutions.

SIXTY FOURTH CAUSE OF ACTION
(Breach of fiduciary duty by Plaintiff Brown
against all Defendants)

590. Plaintiff Brown realleges and incorporates by reference the allegations contained in

1 paragraphs 1 through 62 and 549 through 589.

2 591. The Defendants, by seeking and obtaining physical custody of Brown and thereafter
3 placing him in a captive and abusive environment of their own making, disregarded his health, safety
4 and welfare.

5 592. The Defendants, in the manner described above, breached their fiduciary duty as a
6 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things causing
7 him pain, suffering, bodily injury and mental and emotional distress.

8 593. The conduct of Defendants was malicious and in reckless disregard of the Plaintiff's
9 trust in them.

10 594. Plaintiff Brown has been damaged in an amount to be determined at time of trial.

11 **SIXTY FIFTH CAUSE OF ACTION**

12 (Conspiracy to commit breach of contract by Plaintiffs Cameron and
Brown against all Defendants except Brightway and Tranquility Bay)

13 595. Plaintiffs Cameron and Brown reallege and incorporate by reference the allegations
14 contained in paragraphs 1 through 62 and 549 through 594.

15 596. All Defendants conspired to commit breaches of the agreement entered into with the
16 Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any
17 of the services that were promised prior to Brown entering Defendant Institutions.

18 597. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
19 education, lack of medical care, assault and battery, unsanitary conditions and lack of food.

20 598. Defendants' acts and their conspiracy to commit breach of contract were carried out
21 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
22 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not
23 limited to the following:

24 (a) failing to hire qualified persons to staff their programs;

25 (b) failing to properly train staff members in the proper methods of restraining students.

26 (c) requiring Brown to live in unsafe and unsanitary conditions;

27 (d) failing to provide Brown with adequate educational or instructional facilities;

28 (e) failing to exercise reasonable care in restraining or handling students they knew or

1 should have known had a propensity for violent behavior;

2 (f) retaining unqualified staff members when they knew or should have known that they
3 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
4 other similarly situated individuals;

5 (g) failing to provide nutritional food;

6 (h) failing to provide Brown with adequate or proper medical care when it knew or
7 should have known he required it;

8 (i) withholding information from Ms. Cameron which would have enabled her to remove
9 her son long prior to his actual leaving of the Defendant facility;

10 (j) accepting Plaintiff in a program which it knew or should have known would likely
11 pose a danger to his health, safety and welfare;

12 599. As a direct and proximate result of some or all of the foregoing negligent acts,

13 Plaintiffs Cameron and Brown have been damaged in an amount to be determined at trial.

14 **SIXTY SIXTH CAUSE OF ACTION**
15 (Negligence by Plaintiffs Nancy and Brian Moser against
16 Dundee Ranch Academy and all Defendants)

17 600. Plaintiffs Nancy and Brian Moser reallege and incorporate by reference the allegations
18 contained in paragraphs 1 through 62.

19 601. Alexander Palmgren, prior to January, 2003 was failing in school and using drugs. He
20 had a violent temper and was constantly running away from home.

21 602. Alexander Palmgren is the adopted son of the Mosers and is the natural son of Nancy
22 Moser's sister who was and is a drug abuser. Alexander had many psychological issues that were
23 explained to Teen Help's representatives.

24 603. Plaintiffs Nancy and Brian Moser contacted the Defendants Teen Help seeking
25 information about WWASP programs. Mr. & Mrs. Moser consulted with Teen Help marketing
26 experts and received videos describing the Teen Help programs. In addition, the Mosers received a
27 "Kids in Crisis" brochures as well as "The Source" magazine. All of the advertising and information
28 received suggested the WWASP program would answer the needs of their minor son Alexander.

604. Plaintiffs Nancy and Brian Moser, desperate for a solution, contracted with the

1 Defendant Dundee Ranch Academy in Costa Rica. Plaintiffs Nancy and Brian Moser paid \$3,000
2 upon executing the agreement and then paid \$2,100 per month for the housing and education of their
3 son Alexander. In addition, Plaintiffs Nancy and Brian Moser spent \$100 for miscellaneous items
4 each month.

5 605. Defendant Teen Help pressured the Mosers into signing an agreement providing that
6 the escort company, Clean and Sober Solutions, transport Plaintiff Alexander Palmgren to Defendant
7 Carolina Springs Academy. The Mosers paid \$ 1,800 to have their son transported to the Defendant
8 facility.

9 606. Once enrolled at Carolina Springs Academy, the various Defendants decided that the
10 the Defendant Dundee Ranch Academy was better suited to deal with the problems of Alexander
11 Palmgren.

12 607. Alexander Palmgren was at Defendant facility Dundee Ranch Academy from January
13 6, 2003 through May 23, 2003.

14 608. Carolina Springs Academy and Dundee Ranch Academy were staffed by uneducated,
15 unlicensed employees who had no training or experience in dealing with the troubled condition of
16 the Plaintiff Alexander Palmgren.

17 609. In May, 2003, because Dundee was about to be shut down by local authorities, the
18 WWASP Defendant advised the Mosers that Spring Creek Lodge was better suited to deal with the
19 problems of Alexander Palmgren.

20 610. On May 24, 2003, the Plaintiffs arranged for Palmgren to send to the Defendant
21 facility, Spring Creek Lodge. The Defendants were told numerous times that Alexander Palmgren
22 had to be placed on the aircraft transporting him from Costa Rica to Los Angeles. In Los Angeles,
23 Palmgren was to be met by an escort service to then take him to the facility in Montana. Defendants
24 left Palmgren at the Costa Rica airport without supervision and he vanished without a trace.
25 Alexander Palmgren was not seen or heard from for the next eighteen months.

26 **SIXTY SEVENTH CAUSE OF ACTION**

27 (Breach of contract, fraud by Plaintiffs Nancy and Brian Moser
28 against all Defendants)

611. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs

1 through 62 and 600 through 610.

612. Plaintiffs Nancy and Brian Moser enrolled their son Alexander Palmgren at the Defendant Institution as stated above. Plaintiffs Nancy and Brian Moser paid the sum of \$14,000 to Defendant Institutions for the care of their son, Alexander. In addition, Plaintiff paid \$4,000 for a first time fee, \$1,800 for escort services and approximately \$100 a month for sundry items.

613. The Defendants made numerous claims to Plaintiffs Nancy and Brian Moser to the effect that they would provide a quality education and humane boarding facility in a positive and a loving atmosphere.

614. Plaintiffs Nancy and Brian Moser relied on the claims of the Defendants that their son would be well cared for and properly educated in exchange for payments to Defendants.

615. Plaintiffs believed the numerous representations of Defendants that their Institutions offered hope and help to troubled youngster through positive instruction within a loving atmosphere.

616. Defendants and all of them confined Alexander Palmgren through fraud and deception from January 6, 2003 through May 24, 2003.

617. Indirect violation in terms of the agreement between Plaintiffs and Defendants and without the Plaintiff's knowledge or approval, Alexander Palmgren was sent to airport in a foreign country with no supervision by Defendants.

618. Plaintiffs Nancy and Brian Moser were advised the Defendants that their son Alexander must be put on the plane by staff members of Dundee. An escort was to take him from the plane in Los Angeles. There was no supervision.

619. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items, by all other losses suffered caused by the fraudulent misrepresentation of Defendants. Defendants assured Plaintiffs Nancy and Brian Moser that they were able to transport Alexander from Dundee to Spring Creek. Defendants had no ability to care for Alexander.

620. Defendants conduct was an intentional misrepresentation, deceit or concealment of material facts. Defendants undertook their actions with the intent of depriving Plaintiffs Nancy and Brian Moser of their legal rights and otherwise causing injury to them. Defendants' actions and conduct was therefore despicable and subjected Plaintiffs to grief and unjust hardship in conscious

1 disregard for their rights so as to justify an award of exemplary and punitive damages.

2 **SIXTY EIGHTH CAUSE OF ACTION**
3 (Negligence, negligent child abuse by Plaintiff Brandon
Greeninger against Casa by the Sea and all Defendants)

4 621. Plaintiff Brandon Greeninger realleges and incorporates by reference the allegations
5 contained in paragraphs 1 through 62.

6 622. By August, 2002, Brandon Greeninger was suffering from ADD and ADHD. He was
7 doing poorly in school while exhibiting disrespectful behavior towards family members and third
8 parties. He was taking Ritalin.

9 623. Marshall Greeninger sought information about WWASP programs. Marshall
10 Greeninger received videos and brochures describing the WWASP Institutions. All of the
11 advertising and information received by Plaintiff suggested that WWASP programs would answer
12 the needs of his minor son Brandon. Mr. Greeninger consulted with Dina Dalton, an admissions
13 coordinator for WWASP. Rebuilding the self esteem of his son, as well as a need to set personal
14 goals for him combined with changing his attitude towards school and family were discussed with
15 Ms. Dalton.

16 624. Plaintiff Greeninger desperate for a solution, contracted with the Defendant, Casa by
17 the Sea. Plaintiff Greeninger paid \$4,260 upon executing the agreement and then paid \$1,990 per
18 month for the housing and education of his son Brandon. In addition, Mr. Greeninger spent \$ 95 per
19 month for "student incidental fees and \$500 for uniforms that were supposed to be new but were
20 used and did not fit Brandon. The Defendant Teen Help pressured Plaintiff Greeninger into signing
21 an agreement providing that the escort company, West Shield Adolescent Services transport Plaintiff
22 Brandon Greeninger to Defendant Casa by the Sea. Mr. Greeninger paid approximately \$3,000 to
23 have his son transported to the Defendant facility. A total of \$85,000 was paid to the WWASP
24 Defendants.

25 625. Once enrolled, Brandon was subjected to threats, intimidation, and invasion of privacy,
26 mental abuse, and random punishment. All communication between the parent and child was
27 extinguished. Marshall Greeninger believed his son Brandon was benefiting from the experience at
28 this Defendant Institution. For the first two (2) months that Brandon was at this institution, he slept

1 on a bed of bare metal bars. A mattress was supplied after this period of time.

2 626. This Institution was staffed by uneducated, unlicensed employees who had no training
3 or experience in dealing with the troubled condition of the Plaintiff Brandon Greeninger.

4 627. As Brandon Greeninger's legal guardian and the institution that acted in loco parentis
5 for Brandon, Casa by the Sea owed a duty to Brandon to exercise reasonable care in providing for
6 his safety and general welfare. It also owed him a duty to hire qualified persons to run and supervise
7 its programs.

8 628. The Casa by the Sea breached its duty to Brandon Greeninger in some or all of the
9 following ways;

- 10 (a) requiring him to live in unsafe and unsanitary conditions;
- 11 (b) failing to provide him with adequate or proper medical care when it knew or should
12 have known he required it;
- 13 (c) failing to provide him with adequate educational or instructional facilities;
- 14 (d) failing to properly train staff members in the proper methods of restraining students.
- 15 (e) failing to exercise reasonable care in restraining or handling students it knew or
16 should have known had a propensity for violent behavior;
- 17 (f) failing to hire qualified persons to staff its programs;
- 18 (g) retaining unqualified staff members when it knew or should have known that they
19 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
20 other similarly situated individuals;
- 21 (h) withholding information from Mr. Greeninger which would have enabled him to
22 remove his son long prior to his actual leaving of the Defendant facility;
- 23 (i) failing to provide nutritional food;
- 24 (j) accepting Plaintiff in a program which it knew or should have known would likely
25 pose a danger to his health, safety and welfare;
- 26 (k) representing to Plaintiffs that it was qualified to care for him when it knew or should
27 have known it was not.

28 629. As a direct and proximate result of some or all of the foregoing negligent acts, Brandon

1 Greeninger has been damaged in an amount to be proved at trial.

2 **SIXTY NINTH CAUSE OF ACTION**
3 (Breach of contract, fraud by Plaintiffs Greeninger
4 against all Defendants)

5 630. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs
6 1 through 62 and 621 through 629.

7 631. Mr. Greeninger enrolled his son Brandon at the Defendant Institution as stated above.
8 Plaintiff Greeninger paid the sum of \$85,000.00 to Defendant Institution for the care of his son,
9 Brandon. The Defendants made numerous claims to Marshall Greeninger to the effect that they
10 would provide a quality education and humane boarding facility and positive and a loving
11 atmosphere for Brandon. Rather than build self-esteem and self-confidence, the Defendants program
12 actually diminished those qualities for Plaintiff Brandon Greeninger.

13 632. Plaintiffs relied on the claims of the Defendants that Brandon would be well cared for
14 and properly educated in exchange for the payments to Defendants.

15 633. Plaintiffs believed the numerous representations of Defendants that their Institutions
16 offered hope and help to troubled youngest through positive instruction within a loving atmosphere.

17 634. Defendants and all of them confined Brandon through fraud and deceptions from
18 August, 2000 through August, 2003. In direct violation in terms of the agreement between Plaintiffs
19 and Defendants and without the Plaintiffs' knowledge or approval, Brandon forced to live in
20 unsanitary conditions, denied medical care and was subjected to threats, assault and lack of food. He
21 received no education.

22 635. Marshall Greeninger was not informed of this treatment of his minor son. Brandon
23 Greeninger was fraudulently told by Defendant's staff members that his parents no longer wanted or
24 cared for him and that they did not want to communicate with him.

25 636. Brandon Greeninger attended little or no classes and was provided with some books to
26 read at his own pace and in his own time. There was no supervision.

27 637. Plaintiffs have been damaged in addition to monies paid for tuition and sundry items,
28 by all other losses suffered cause by fraudulent misrepresentation of Defendants. Said amount to be
determined at trial.

SEVENTIETH CAUSE OF ACTION

(Assault and battery, false imprisonment, intentional infliction of emotional distress by Plaintiff Brandon Greeninger against all Defendants)

638. Plaintiff Brandon Greeninger realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 and 621 through 637.

639. Defendants and all of them confined Brandon while he was a minor without legal justification by the use of fraud and deceit on him and his parents, from on or about August, 2002, until August, 2003.

640. Defendants and all of them falsely imprisoned Brandon and then, knowingly acted in a manner that created a substantial risk to the life, body and health of Plaintiff. Brandon was prevented from leaving Defendants' Institutions or using the telephone or other effective means of communication to report the abuse that he was receiving.

641. Brandon was made to feel intimidated by the staff.

642. Brandon feared for his safety and well being after watching other students being beaten.

643. Staff members of the Defendant would throw objects at Brandon and he was thrown into walls and into showers.

644. Plaintiff was only allowed to shower for three (3) minutes at a time. Bed sheets were laundered every two months. There was no hot water and no toilet papers. Bathroom breaks were limited to seconds rather than minutes.

645. The Defendants intentionally inflicted emotional distress on Plaintiff by refusing necessary medical care, by the standing threats of beatings and arbitrary punishments, and by constant degradation and humiliation.

646. Brandon is still severely tormented by the memories of what happened to him.

647. Brandon was prevented from telling anybody, even his parents, about the horrible abuses taking place inside these institutions because no phone calls were allowed when he was injured. Brandon has suffered dramatic negative change as a result of his mistreatment. Since his release, he shows minimal affection to others within the family.

648. Plaintiff Brandon Greeninger has been damaged in addition to monies paid for tuition

1 and sundry items, by all other losses suffered cause by fraudulent misrepresentation of Defendants.
2 Said amount to be determined at trial. Brandon was sent to "worksheets" for periods lasting up to
3 four days. No showers were permitted during this time.

4 **SEVENTY FIRST CAUSE OF ACTION**
5 (Negligent medical care by Plaintiff Brandon Greeninger
6 against all Defendants)

6 649. Plaintiff Brandon Greeninger realleges and incorporate by reference the allegations
7 contained in paragraphs 1 through 62 and 621 through 648.

8 650. Brandon immediately after his arrival at Casa by the Sea began having eye sight
9 problems. He was confined in rooms that had poor or no lighting and as a result his eyesight
10 deteriorated. Brandon was deprived any contact with his parents or with a medical provider to deal
11 with these vision problems.

12 651. Brandon was eventually taken to an eye doctor in order to be checked for eyesight
13 problems described above. Glasses were provided. The glasses broke shortly after Brandon
14 received them and they were never replaced.

15 652. Defendants were negligent in not providing medical care to Brandon.

16 653. Plaintiff Brandon Greeninger has been damaged in an amount to be determined at time
17 of trial.

18 **SEVENTY SECOND CAUSE OF ACTION**
19 (Breach of fiduciary duty by Plaintiff Brandon Greeninger
20 against all Defendants)

20 654. Plaintiff Brandon Greeninger realleges and incorporates by reference the allegations
21 contained in paragraphs 1 through 62 and 621 through 653.

22 655. The Defendants, by seeking and obtaining physical custody of Brandon Greeninger
23 and thereafter placing him in a captive and abusive environment of their own making, disregarded
24 his health, safety and welfare.

25 656. The Defendants, in the manner described above, breached their fiduciary duty as a
26 parental surrogate and as an institution designed to sustain Plaintiff by amongst other things, causing
27 him pain, suffering, bodily injury and mental and emotional distress.

28 657. The conduct of Defendants was malicious and in reckless disregard of the Plaintiff's

1 trust in them.

2 658. Plaintiff Brandon Greeninger has been damaged in an amount to be determined at time
3 of trial.

4 **SEVENTY THIRD CAUSE OF ACTION**

5 (Conspiracy to commit breach of contract by Plaintiffs Marshall Greeninger and
6 Brandon Greeninger against all Defendants)

7 659. Plaintiffs Marshall Greeninger and Brandon Greeninger reallege and incorporate by
8 reference the allegations contained in paragraphs 1 through 62 and 621 through 658.

9 660. All Defendants conspired to commit breaches of the agreement entered into with the
10 Plaintiffs in furtherance of their goals of extracting money from the Plaintiffs without providing any
11 of the services that were promised prior to Brandon Greeninger entering the Casa By The Sea.

12 661. Defendants' conspiracy resulted in actual breaches including, but not limited to, lack of
13 education, lack of medical care, assault and battery, unsanitary conditions, lack of food and lack of
14 medical care.

15 662. Defendants' acts and their conspiracy to commit breach of contract were carried out
16 with oppression and fraud and/or malice and with a spiteful and deceptive conduct in the course of
17 disregarding the Plaintiffs rights and resulted in actual breaches. Those breaches include but are not
18 limited to the following:

- 19 (a) failing to hire qualified persons to staff its programs;
- 20 (b) failing to properly train staff members in the proper methods of restraining students.
- 21 (c) requiring him to live in unsafe and unsanitary conditions;
- 22 (d) failing to provide him with adequate educational or instructional facilities;
- 23 (e) failing to exercise reasonable care in restraining or handling students it knew or
24 should have known had a propensity for violent behavior;
- 25 (f) retaining unqualified staff members when it knew or should have known that they
26 were unqualified to perform their jobs and posed a safety risk to the Plaintiff and
27 other similarly situated individuals;
- 28 (g) failing to provide nutritional food;
- (h) failing to provide him with adequate or proper medical care when it knew or should

1 have known he required it;

2 (i) withholding information from Mr. Greeninger which would have enabled him to
3 remove his son long prior to his actual leaving of the Defendant facility;

4 (j) accepting Plaintiff in a program which it knew or should have known would likely
5 pose a danger to his health, safety and welfare;


6 663. As a direct and proximate result of some or all of the foregoing negligent acts,
7 Plaintiff's Marshall Greeninger and Brandon Greeninger have been damaged in an amount to be
8 determined at trial.

9 Wherefore, each Plaintiff prays for compensatory damages according to proof plus punitive
10 damages sufficient to punish the Defendants herein and deter others from similar conduct, for the
11 costs of the action, and for such other and for the relief as may be appropriate.

12
13
14
15 DATED: May 27, 2005

LAW OFFICES OF HENRY I. BUSHKIN

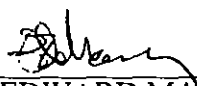
16
17 By:


HENRY I. BUSHKIN
Attorney for Plaintiffs

18
19
20 DATED: May 27, 2005

LAW OFFICES OF MASRY & VITTOE

21
22 By:


EDWARD MASRY
Attorney for Plaintiffs

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Law Offices of Henry I. Bushkin Henry I. Bushkin, Esq. (State Bar # 55377) 1925 Century Park East, Suite 500, Los Angeles, CA 90067 TELEPHONE NO.: 310.201.9000 FAX NO.: 310.201.8421		FILED LOS ANGELES SUPERIOR COURT MAY 27 2005 JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK BY <u>J. SUNGA, DEPUTY</u>	
ATTORNEY FOR (Name): Plaintiffs SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">BC334202</div>	
CASE NAME: Joan George, et. al. v. Worldwide Association, et. al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	
JUDGE:		DEPT.:	

All five (5) items below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental /Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court
f. <input type="checkbox"/> Substantial post-judgment judicial supervision |
|--|--|
3. Type of remedies sought (check all that apply):
 a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
- Date: 5/27/05

Henry I. Bushkin

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE.

Joan George, et. al. v. Worldwide Association, et. al.

CASE NUMBER

BC334202

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? • YES CLASS ACTION? • YES LIMITED CASE? • YES TIME ESTIMATED FOR TRIAL _____ • HOURS • DAYS.

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	• •A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	• •••• A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	• •A6070 Asbestos Property Damage • •A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	• •A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	• •A7210 Medical Malpractice - Physicians & Surgeons • •A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	• •A7250 Premises Liability (e.g., slip and fall) • •A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) • •A7270 Intentional Infliction of Emotional Distress • •A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3 1., 2., 4.
	Business Tort (07)	• •A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Civil Rights (08)	• •A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	• •A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	• •A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	• •A6016 Intellectual Property	2., 3.

SHORT TITLE Joan George, et. al. v. Worldwide Association, et. al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<ul style="list-style-type: none"> • *A6017 Legal Malpractice • *A6050 Other Professional Malpractice (not medical or legal) 	1., 2., 3. 1., 2., 3.
Other (35)	<ul style="list-style-type: none"> • *A6025 Other Non-Personal Injury/Property Damage tort 	2., 3.
Wrongful Termination (36)	<ul style="list-style-type: none"> • *A6037 Wrongful Termination 	1., 2., 3.
Other Employment (15)	<ul style="list-style-type: none"> • *A6024 Other Employment Complaint Case • *A6109 Labor Commissioner Appeals 	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<ul style="list-style-type: none"> • *A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) • *A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) • *A6019 Negligent Breach of Contract/Warranty (no fraud) • *A6028 Other Breach of Contract/Warranty (not fraud or negligence) 	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<ul style="list-style-type: none"> • *A6002 Collections Case-Seller Plaintiff • *A6012 Other Promissory Note/Collections Case 	2., 5., 6. 2., 5.
Insurance Coverage (18)	<ul style="list-style-type: none"> • *A6015 Insurance Coverage (not complex) 	1., 2., 5., 8.
Other Contract (37)	<ul style="list-style-type: none"> • *A6009 Contractual Fraud • *A6031 Tortious Interference • *A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) 	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<ul style="list-style-type: none"> • *A7300 Eminent Domain/Condemnation Number of parcels_____ 	2.
Wrongful Eviction (33)	<ul style="list-style-type: none"> • *A6023 Wrongful Eviction Case 	2., 6.
Other Real Property (26)	<ul style="list-style-type: none"> • *A6018 Mortgage Foreclosure • *A6032 Quiet Title • *A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure) 	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<ul style="list-style-type: none"> • *A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) 	2., 6.
Unlawful Detainer- Residential (32)	<ul style="list-style-type: none"> • *A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) 	2., 6.
Unlawful Detainer- Drugs (38)	<ul style="list-style-type: none"> • *A6022 Unlawful Detainer-Drugs 	2., 6.
Asset Forfeiture (05)	<ul style="list-style-type: none"> • *A6108 Asset Forfeiture Case 	2., 6.
Petition re Arbitration (11)	<ul style="list-style-type: none"> • *A6115 Petition to Compel/Confirm/Vacate Arbitration 	2., 5.

SHORT TITLE:
Joan George, et. al. v. Worldwide Association, et. al.

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<ul style="list-style-type: none"> • *A6151 Writ - Administrative Mandamus • *A6152 Writ - Mandamus on Limited Court Case Matter • *A6153 Writ - Other Limited Court Case Review 	2., 8. 2. 2.
Other Judicial Review (39)	<ul style="list-style-type: none"> • *A6150 Other Writ /Judicial Review 	2., 8.
Antitrust/Trade Regulation (03)	<ul style="list-style-type: none"> • *A6003 Antitrust/Trade Regulation 	1., 2., 8.
Construction Defect (10)	<ul style="list-style-type: none"> • *A6007 Construction defect 	1., 2., 3.
Claims Involving Mass Tort (40)	<ul style="list-style-type: none"> • *A6006 Claims Involving Mass Tort 	1., 2., 8.
Securities Litigation (28)	<ul style="list-style-type: none"> • *A6035 Securities Litigation Case 	1., 2., 8.
Toxic Tort Environmental (30)	<ul style="list-style-type: none"> • *A6036 Toxic Tort/Environmental 	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<ul style="list-style-type: none"> • *A6014 Insurance Coverage/Subrogation (complex case only) 	1., 2., 5., 8.
Enforcement of Judgment (20)	<ul style="list-style-type: none"> • *A6141 Sister State Judgment • *A6160 Abstract of Judgment • *A6107 Confession of Judgment (non-domestic relations) • *A6140 Administrative Agency Award (not unpaid taxes) • *A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax • *A6112 Other Enforcement of Judgment Case 	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<ul style="list-style-type: none"> • *A6033 Racketeering (RICO) Case 	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<ul style="list-style-type: none"> • *A6030 Declaratory Relief Only • *A6040 Injunctive Relief Only (not domestic/harassment) • *A6011 Other Commercial Complaint Case (non-tort/non-complex) • *A6000 Other Civil Complaint (non-tort/non-complex) 	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<ul style="list-style-type: none"> • *A6113 Partnership and Corporate Governance Case 	2., 8.
Other Petitions (Not Specified Above) (43)	<ul style="list-style-type: none"> • *A6121 Civil Harassment • *A6123 Workplace Harassment • *A6124 Elder/Dependent Adult Abuse Case • *A6190 Election Contest • *A6110 Petition for Change of Name • *A6170 Petition for Relief from Late Claim Law • *A6100 Other Civil Petition 	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

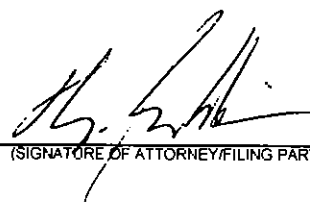
SHORT TITLE Joan George, et. al. v. Worldwide Association, et. al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE • 1. ✓ 2. • 3. • 4. • 5. • 6. • 7. • 8. • 9. • 10.		ADDRESS: 321 North Mall Drive Buildings R & S	
CITY: St. George	STATE: UT	ZIP CODE: 84790	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: May 27, 2005


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 _____ (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.