

FILED
U.S. DISTRICT COURT
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DISTRICT OF UTAH
BY: _____
DEPUTY CLERK

World Wide Association of Specialty)	ANSWER & COUNTERCLAIM
Programs, a Utah Corporation,	:	
)	
Plaintiff,	:	
)	
v.	:	
)	
PURE, Inc., PURE Foundation, Inc.	:	Case Number:2:02-cv-00010PGC
Sue Scheff, and Does I through 10,)	
	:	
Defendants.)	Judge Paul G. Cassell

FIRST DEFENSE

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SECOND DEFENSE

Defendants, PURE, Inc. and PURE Foundation, Inc., (jointly "PURE") and Sue Scheff answer the specific allegations set forth in the numbered paragraphs of WWASP's Complaint as follows:

1. The Defendants admit the allegations set forth in paragraph 1 of the Plaintiff's Complaint upon information and belief.
2. The Defendants admit the allegations set forth in paragraph 2 of the Plaintiff's Complaint upon information and belief.
3. The Defendants admit the allegations set forth in paragraph 3 of the Plaintiff's Complaint upon information and belief.
4. The Defendants admit that Parents Universal Resource Experts, Inc. is a corporation licensed under the laws of the State of Florida with its principal place of business in Broward County Florida. The Defendant denies all other allegations set forth in paragraph 4 of the Plaintiff's Complaint.
5. The Defendants admit that the Defendant, Sue Scheff is a shareholder and President of Parents Universal Resource Experts, Inc. The Defendants deny all other allegations forth in paragraph 5 of the Plaintiff's Complaint.
6. The Defendants deny all of the allegations set forth in paragraph 6 of the Plaintiff's Complaint.

7. The Defendants admit that in responding and answering this Complaint they do so only on behalf of the Defendants PURE and Sue Scheff. The Defendants deny the remaining allegations set forth in paragraph 7 of the Plaintiff's Complaint.

8. Paragraph 8 of the Plaintiff's Complaint contains a legal conclusion, for which no response is required. To the extent that a response is required, the Defendants deny the allegations contained in paragraph 8 of the Plaintiff's Complaint

9. The Defendants deny the allegations set forth in paragraph 9 of the Plaintiff's Complaint.

10. Paragraph 10 of the Plaintiff's Complaint contains a legal conclusion, for which no response is required. To the extent that a response is required, the Defendants deny the allegations contained in paragraph 10 of the Plaintiff's Complaint

11. The Defendants deny the allegations set forth in paragraph 11 of the Plaintiff's Complaint.

12. The Defendants deny the allegations set forth in paragraph 12 of the Plaintiff's Complaint.

13. The Defendants deny the allegations set forth in paragraph 13 of the Plaintiff's Complaint.

14. The Defendants deny the allegations set forth in paragraph 14 of the Plaintiff's Complaint.

15. The Defendants admit the allegations set forth in paragraph 15 of the Plaintiff's Complaint.

16. The Defendants admit that Sue Scheff was initially pleased and wrote some favorable letters. The Defendants deny the remaining allegations set forth in paragraph 16 of the Plaintiff's Complaint.

17. The Defendants admit that Sue Scheff started PURE, Inc. in January 2001 and The Defendants deny the remaining allegations set forth in paragraph 17 of the Plaintiff's Complaint.

18. The Defendants deny the allegations set forth in paragraph 18 of the Plaintiff's Complaint.

19. The Defendants admit the allegations set forth in paragraph 19 of the Plaintiff's Complaint.

20. The Defendants admit that Sue Scheff has posted information on the websites www.helpyourteens.com and www.strugglingteens.com. The Defendants deny the remaining allegations set forth in paragraph 20 of the Plaintiff's Complaint.

21. The Defendants admit that the Defendant, Sue Scheff, used the names of Laura, Deb C., Tracy Britney Reese, Sue, Hilda and Mark DW as pseudonyms when posting on the internet. The Defendants deny the remaining allegations set forth in paragraph 21 of the Plaintiff's Complaint.

22. The Defendants admit that they had knowledge that WWASP had offices in St. George, Utah. The Defendants deny the remaining allegations set forth in paragraph 22 of the Plaintiff's Complaint.

23. The Defendants deny the allegations set forth in paragraph 23 of the Plaintiff's Complaint.

24. The Defendants deny the allegations set forth in paragraph 24 of the Plaintiff's Complaint.

25. The Defendants admit that they operate an internet site at www.helpyourteens.com. The Defendants deny the remaining allegations set forth in paragraph 25 of the Plaintiff's Complaint.

26. The Defendants deny the allegations set forth in paragraph 26 of the Plaintiff's Complaint.

27. The Defendants incorporate their responses to paragraphs 1-26 above.

28. The Defendants admit the allegations set forth in paragraph 28 of the Plaintiff's Complaint based upon information and belief.

29. The Defendants admit that they refer parents to programs for children. The Defendants deny all other allegations set forth in paragraph 29 of the Plaintiff's Complaint.

30. The Defendants deny the allegations set forth in paragraph 30 of the Plaintiff's Complaint.

31. The Defendants deny the allegations set forth in paragraph 31 of the Plaintiff's Complaint.

32. The Defendants deny the allegations set forth in paragraph 32 of the Plaintiff's Complaint.

33. The Defendants deny the allegations contained in paragraph 33 of the Plaintiff's Complaint.

34. The Defendants deny the allegations contained in paragraph 34 of the Plaintiff's Complaint.

35. The Defendants deny the allegations contained in paragraph 35 of the Plaintiff's Complaint.

36. The Defendants incorporate their responses of paragraphs 1-35 above.

37. The Defendants deny the allegations set forth in paragraph 37 of the Plaintiff's Complaint.

38. The Defendants deny the allegations contained in paragraph 38 of the Plaintiff's Complaint.

39. The Defendants deny the allegations set forth in paragraph 39 of the Plaintiff's Complaint.

40. The Defendants deny the allegations contained in paragraph 40 of the Plaintiff's Complaint.

41. The Defendants deny the allegations contained in paragraph 41 of the Plaintiff's Complaint.

42. The Defendants deny the allegations set forth in paragraph 42 of the Plaintiff's Complaint.

43. The Defendants deny the allegations set forth in paragraph 43 of the Plaintiff's Complaint.

44. The Defendants incorporate their responses of paragraphs 1-43 above.

45. The Defendants deny the allegations contained in paragraph 45 of the Plaintiff's Complaint.

46. The Defendants deny the allegations contained in paragraph 46 of the Plaintiff's Complaint.

47. The Defendants admit that an individual using a pseudonym of Mark DW posted a statement in the struggling teens interactive forum with the topic of "absolute disgust." The Defendants admit that Mark claimed to be in his office in New York. The Defendants also admit that Mark gave a description of a boy that had come from a facility named "High Impact." The Defendants deny the remaining allegations contained in paragraph 47 of the Plaintiff's Complaint.

48. The Defendants admit that an individual using the pseudonyms Deb C., Laura and Tracey Britney Reese posted responses to Mark's statements within an hour

of each other. The Defendants deny the remaining allegations contained in paragraph 48 of the Plaintiff's Complaint.

49. The Defendants admit the allegations contained in paragraph 49 of the Plaintiff's Complaint.

50. The Defendants are without sufficient information to admit or deny the allegations in paragraph 50 and therefore deny the same.

51. The Defendants admit the allegations contained in paragraph 51 of the Plaintiff's Complaint.

52. The Defendants deny the allegations contained in paragraph 52 of the Plaintiff's Complaint.

53. The Defendants deny the allegations contained in paragraph 53 of the Plaintiff's Complaint.

54. The Defendants have insufficient information and belief regarding the allegations set forth in paragraph 54 of the Plaintiff's Complaint and therefore deny the same.

55. The Defendants incorporate their responses to paragraphs 1-54 above.

56. The Defendants deny the allegations contained in paragraph 56 of the Plaintiff's Complaint.

57. The Defendants deny the allegations contained in paragraph 57 of the Plaintiff's Complaint.

58. The Defendants deny the allegations contained in paragraph 58 of the Plaintiff's Complaint.

59. The Defendants deny the allegations contained in paragraph 59 of the Plaintiff's Complaint.

60. The Defendants deny the allegations set forth in paragraph 60 of the Plaintiff's Complaint.

61. The Defendants deny the allegations set forth in paragraph 61 of the Plaintiff's Complaint.

62. The Defendants deny the allegations set forth in paragraph 62 of the Plaintiff's Complaint.

63. The Defendants deny the allegations set forth in paragraph 63 of the Plaintiff's Complaint.

64. The Defendants deny the allegations set forth in paragraph 64 of the Plaintiff's Complaint.

65. The Defendants deny the allegations set forth in paragraph 65 of the Plaintiff's Complaint.

66. The Defendants deny the allegations set forth in paragraph 66 of the Plaintiff's Complaint.

67. The Defendants incorporate their responses to paragraphs 1-66 above.

68. The Defendants deny the allegations contained in paragraph 68 of the Plaintiff's Complaint.

69. The Defendants deny the allegations contained in paragraph 69 of the Plaintiff's Complaint.

70. The Defendants deny the allegations set forth in paragraph 70 of the Plaintiff's Complaint.

71. The Defendants incorporate their responses to paragraphs 1-71 above.

72. The Defendants deny the allegations contained in paragraph 72 of the Plaintiff's Complaint.

73. The Defendants deny the allegations contained in paragraph 73 of the Plaintiff's Complaint.

74. The Defendants deny the allegations contained in paragraph 74 of the Plaintiff's Complaint.

THIRD DEFENSE

The Defendants assert as an affirmative defense that this court does not have subject matter jurisdiction under either 28 USC §1331 or §1332.

FOURTH DEFENSE

The Defendants assert as an affirmative defense that this court does not have personal jurisdiction over the Defendants.

FIFTH DEFENSE

The Defendants assert the truth of their statements as an affirmative defense.

SIXTH DEFENSE

The Defendants assert as an affirmative defense that their actions and statements were done without malice and/or negligence and that they reasonably relied upon information obtained from other sources.

SEVENTH DEFENSE

The Defendants assert that the Plaintiff's claims against the Defendants are barred by the doctrines of laches, waiver, unclean hands and estoppel.

EIGHTH DEFENSE

The Defendants assert as an affirmative defense that WWASP's claims are barred due to WWASP's failure to mitigate its damages.

NINTH DEFENSE

The Defendants assert that any damages or injury to WWASP are the result of intervening and/or superceeding causes for which the Defendants can not be held liable.

TENTH DEFENSE

The Defendants affirmatively assert as a defense that there are other parties responsible for the injuries and damages to the Plaintiff and that any damages to WWASP must be appropriately apportioned to those parties.

ELEVENTH DEFENSE

The Defendants affirmatively assert that the Plaintiff's claims are barred by the applicable statute of limitations.

TWELFTH DEFENSE

The Defendants reserve the right to assert any additional defenses during the course of this litigation that the Defendants become aware of as a result of discovery or trial preparation.

COUNTER CLAIM

Counter Claimant (Sue Scheff), through counsel undersigned, for her Counter Complaint against Counter Defendant (WWASP), hereby alleges and complains as follows:

PARTIES

1. Sue Scheff is a resident of the state of Florida
2. WWASP is a corporation organized under the laws of the state of Utah.

JURISDICTION AND VENUE

3. This court has subject matter jurisdiction over this matter, pursuant to 28 U.S.C. 1337.
4. Venue is appropriate in this district pursuant to 28 U.S.C. 1391

FIRST CAUSE OF ACTION

5. Sue Scheff incorporates and re-alleges all of the allegations set forth in paragraphs 1-4, above, as though fully set forth herein.

6. Sue Scheff entered into a contract with a WWASP facility to provide for the education, care, and therapy for her daughter Ashlon.

7. WWASP breached the contract by providing inadequate medical care and treatment, inadequate education, unsanitary and unhealthy living conditions, inadequate nutrition, and damaging therapy and counseling given by individuals without proper credentials, certification and/or training.

8. WWASP's breach of the contract injury to both Sue Scheff and her daughter Ashlon including financial loss, pain, suffering, physical injury, emotional and mental distress, and other damages to be established according to proof at trial.

9. During the course of negotiations of the contract with Sue Scheff, representatives did not disclose hidden costs of the program. They said that one on one counseling would be provided but failed to disclose that there would be additional charges for these services. She was not told about a uniform fee that was later required and the representatives failed to disclose that some of the "teachers" and

"therapists" who worked with the children did not had degrees, credentials and/or certifications.

10. Upon belief the contract provides for an award of attorneys fees. The counter claimant asserts a claim for attorneys fees and costs.

11. That as a result of these breaches, Sue Scheff incurred costs and damages.

SECOND CAUSE OF ACTION

12. Sue Scheff incorporates and re-alleges all of the allegations set forth in paragraphs 1-11, above, as though fully set forth herein.

13. In their discussions with Sue Scheff, representatives from WWASP made misrepresentations about the nature and purposes of its services. WWASP misrepresented that the program was safe, wholesome, caring and beneficial and that children would receive appropriate therapeutic, social and educational experiences.

14. Representatives of WWASP made these misrepresentations fraudulently or with reckless disregard as to their falsity.

15. That said misrepresentations directly and proximately induced Sue Scheff to place her child in a WWASP facility.

16. In reliance on WWASP's misrepresentations Sue Scheff placed her daughter in a WWASP program where her daughter suffered neglect, abuse, physical injury, emotional and mental distress.

17. That as a result of reliance on these misrepresentations Sue Scheff incurred costs and damages and other damages to be established according to proof at trial.

THIRD CAUSE OF ACTION

18. Sue Scheff incorporates and re-alleges all of the allegations set forth in paragraphs 1-17 above, as though fully set forth herein.

19. In their discussions with Sue Scheff, representatives from WWASP made misrepresentations about the nature and purposes of its services. WWASP misrepresented that the program was safe, wholesome, caring and beneficial and that children would receive appropriate therapeutic, social and educational experiences.

20. Representatives of WWASP made these misrepresentations with negligence as to the falsity of the statements.

21. That said misrepresentations directly and proximately induced Sue Scheff to place her child in a WWASP facility.

22. In reliance on WWASP's misrepresentations Sue Scheff placed her daughter in a WWASP program where her daughter suffered neglect, abuse, physical injury, emotional and mental distress.

23. That as a result of reliance on these misrepresentations Sue Scheff incurred costs and damages and other damages to be established according to proof at trial.

FOURTH CAUSE OF ACTION

24 Sue Scheff incorporates and re-alleges all of the allegations set forth in paragraphs 1-23 above, as though fully set forth herein.

25. The intentional, deliberate misrepresentation of material facts and telephone conversations and through the use of the mail, constitutes a violation of 18USC § 1343, relating to wire fraud and 18USC §341 relating to mail fraud.

26. Through WWASP's actions they have violated the RICO provisions set forth in 18USC §1961 through 1968.

27. Due to WWASP's violations of the RICO statutes the Counter claimants are entitled to treble damages and attorneys fees.

PRAYER FOR RELIEF

WHEREFORE, Sue Scheff and PURE pray for judgment against WWASP as follows:

1. That WWASP's Complaint be dismissed with prejudice, and WWASP take nothing therefrom;
2. For general damages in an amount to be determined at the trial of this matter, as set forth above;

3. For special damages in such an amount as may be ascertained at the trial of this matter as set forth above;

4. For punitive damages in an amount to be determined at trial;

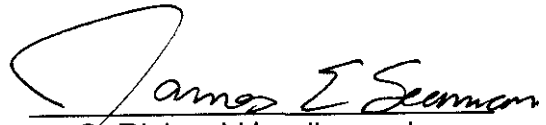
5. For all other remedies to which the Defendants and Counter claimants are entitled;

6. For prejudgment interest on all such damages;

7. For costs, expenses, and reasonable attorneys' fees incurred and expended in this action; and

8. For such other and further relief as this Court deems just and proper.

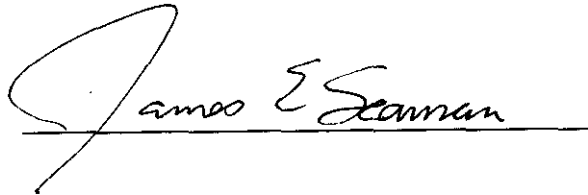
DATED this 2 day of December, 2002.


C. Richard Henriksen, Jr.
James E. Seaman
Attorneys for Defendants

CERTIFICATE OF MAILING

I hereby certify that on this 2 day of December, 2002, a true and correct copy of the foregoing **ANSWER AND COUNTERCLAIM**, was mailed, postage prepaid, to the following:

Fred R. Silvester
Dennis J. Conroy
Spencer Siebers
SILVESTER & CONROY, L.C.
Attorneys for Plaintiff
230 South 500 East, Suite 590
Salt Lake City, Utah 84102

A handwritten signature in cursive script, reading "James E. Seaman", is written over a horizontal line.