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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

WILLIAM CHASE WOOD, TAMMY M.  
WOOD, and GREGORY WILSON WOOD,  
  
Plaintiffs,

V.

WORLD WIDE ASSOCIATION OF  
SPECIALTY PROGRAMS AND SCHOOLS,  
INC., CROSS CREEK CENTER FOR BOYS,  
LLC, CROSS CREEK MANOR, LLC, HIGH  
IMPACT, ROBERT BROWNING LICHFIELD  
FAMILY PARTNERSHIP, TEENS IN CRISIS,  
LLC, TEEN HELP, LLC, R & B  
MANAGEMENT GROUP, LLC, R & B  
BILLING, LLC, ROBERT B. LICHFIELD, KEN  
KAY, KARR FARNSWORTH, JEFF  
VOORHEES, and JOHN DOES I through XX,

Defendants.

Plaintiffs' Original Complaint  
JURY DEMANDED

Civil No. \_\_\_\_\_  
Judge: \_\_\_\_\_

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**PLAINTIFFS' ORIGINAL COMPLAINT**

Plaintiffs William Chase Wood (hereinafter "Chase Wood"), Tammy M. Wood, and Gregory Wilson Wood, hereby file this complaint and alleges as follows:

I.

**PARTIES**

1. Plaintiff Chase Wood is a resident of Dallas County, Texas.
2. Plaintiff Tammy M. Wood is the biological mother of Plaintiff Chase Wood and is resident of Dallas County, Texas.
3. Plaintiff Gregory Wilson Wood is the stepfather of Plaintiff Chase Wood and is a resident of Howard County, Maryland.
4. Defendant World Wide Association of Specialty Programs and Schools, Inc. ("WWASPS"), is a corporation organized under the laws of the State of Utah with its principal place of business at 1240 E. 100 S #9, St. George, Utah 84790. It is an association of teen behavior modification boarding schools, three of which are Cross Creek Center for Boys, LLP, Cross Creek Manor, LLC, and High Impact. Defendant may be served process by serving its registered agent, Ken Kay, 1240 E. 100 S #9, St. George, Utah 84790.
5. Defendant Cross Creek Center for Boys, LLC, is a Utah business with its principal place of business at 150 N. State St., LaVerkin, Utah 84745. Defendant may be served process by serving its registered agent, J. Ralph Atkin, 240 E. 100 S #10, St. George, Utah 84790.
6. Defendant Cross Creek Manor, LLC, is a Utah business with its principal place of business at 150 N. State St., La Verkin, Utah 84745. Defendant may be served process by serving its registered agent, J. Ralph Atkin, 1240 E. 100 S #10, St. George, Utah 84790.

business at 150 N. State St., La Verkin, Utah 84745. Defendant may be served process by serving its registered agent, J. Ralph Atkin, 1240 E. 100 S #10, St. George, Utah 84790.

7. Defendant High Impact was doing business in Baja California, Mexico. It was one of the many boarding schools operated by Defendants.

8. Defendant Robert Browning Lichfield Family Limited Partnership is a Utah partnership with its principal place of business at 591 N. State St. Box 925, La Verkin, Utah 84745. Defendant may be served process by serving its registered agent, Patricia P. Lichfield, 1240 East 100 S #9, St. George, Utah 84790.

9. Defendant Teens In Crisis, LLC is a Utah business with its principal place of business at 95 West 100 S Suite 119, Logan, Utah 84321. Defendant may be served process by serving its registered agent, Willard Jake Peart, 95 West 100 S Suite 119, Logan, Utah 84321.

10. Defendant Teen Help, LLC is a Utah business with its principal place of business at 32 N. Mall Dr. Bldg RS, St. George, Utah 84790. Defendant may be served process by serving its registered agent, Jean Foye, 32 N. Mall Dr. Bldg RS, St. George, Utah 84790.

11. Defendant R & B Management Group, LLC is a Utah business with its principal place of business at 158 West 1600 South #153, St. George, Utah 84770. Defendant may be served process by serving its registered agent, Ken Kay, 1240 E. 100 S #9, St. George, Utah 84790.

12. Defendant R & B Billing, LLC is a Utah business with its principal place of business at 1240 E 100 S #10, St. George, Utah 84790. Defendant may be served process by serving its registered agent, Mandi K. Robinson, 1240 E. 100 S #10, St. George, Utah 84790.

13. Defendant Robert B. Lichfield is an individual residing in Toquerville, Utah. Defendant may be served process at 317 Lichfield Lane, Toquerville, Utah 84774.

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

16. Defendant Jeff Voorhees is an individual residing in Toquerville, Utah. At all times relevant hereto, Defendant was the employee of Defendant Cross Creek Center for Boys, and was acting within the scope of his employment with a Utah license in marriage and family therapy. Defendant may be served process at 245 Old Church Road, Toquerville, Utah.

17. John Does I through XX are individuals or entities unknown to Plaintiffs at this time, who were engaged in or responsible for incidents of abuse, neglect, and humiliation toward Plaintiff Chase Wood.

II.

**JURISDICTION**

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

III.

**VENUE**

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

IV.

**RELATIONSHIP OF DEFENDANTS**

1. At all times relevant, Defendant WWASPS owned, operated, and/or acted as a single business enterprise, joint enterprise, or joint venture with and/or as the alter ego of each and every other named entity Defendant.

2. At all times relevant, Defendant Robert B. Lichfield, directly or indirectly, owned, operated, or otherwise directed the conduct and activities of each and every other named entity Defendant, and is the alter ego of each and every other named entity Defendant.

3. At all times relevant, Defendant Ken Kay also participated in owning, operating, or otherwise directing the conduct and activities of each and every other named entity Defendant, and is also an alter ego of each and every other named entity Defendant.

4. At all times relevant, Defendant Karr Farnsworth also participated in owning, operating, or otherwise directing the conduct and activities of each and every other named entity Defendant, and is the alter ego of each and every other named entity Defendant.

5. At all times relevant, Defendant Robert Browning Lichfield Family Partnership also participated in owning, operating, or otherwise directing the conduct and activities of each and every other named entity Defendant, and is the alter ego of each and every other named entity Defendant.

6. At all times relevant, Defendant R & B Billing, LLC functioned as an alter ego of each and every other named entity Defendant.

7. At all times relevant, Defendant R & B Management Group, LLC functioned as an alter ego of each and every other named entity Defendant.

V.

**FACTS**

1. Plaintiffs Tammy M. Wood and Gregory Wilson Wood entrusted their minor child Plaintiff Chase Wood to the control and direction of Defendants because Defendants promoted, advertised, and marketed Defendant boarding school system as a place where children with problems could get an education

while receiving instruction and direction in behavior modification for emotional growth and personal development.

2. From about March 31, 2000 until about March 30, 2001 and then again from about September 6, 2001 until about February 18, 2002, Plaintiff Chase Wood, while a minor child, was placed in the care of Cross Creek Center for Boys located in Utah. From about March 31, 2001 to about September 5, 2001, Plaintiff Chase Wood was placed in the care of High Impact in Baja California, Mexico.

3. While at these WWASPS facilities, Plaintiff Chase Wood, as a minor child, was subjected to physical, emotional, mental, and sexual abuse. The abuse inflicted on Plaintiff Chase Wood by the teachers, supervisors, and/or staff at Defendants' facilities includes, but were not limited to:

- a. Unsanitary living conditions;
- b. Denial of adequate food;
- c. Denial of proper medical care and treatment;
- d. Denial of an even minimally sufficient education;
- e. Exposure to cold temperatures for long periods of time;
- f. Forced physical exercise beyond his physical capacity;
- g. Placement in isolation for long periods of time, and at times, locked up in basements and put into position where he was on his knees and toes and arms stretched to the side or upwards above his head;
- h. Was kicked, beaten, thrown and slammed to the ground, restrained, and humiliated;
- j. Was chained and locked in dog cages and, at times, tied by the wrists and ankles;
- k. Forced to clean and scrub toilets and floors with his toothbrush and then use the toothbrush afterwards;



- l. Forced to carry heavy bags of sand around his neck throughout the day over many days;
- m. Forced to wash dishes by using his hands and sand to scrub pots;
- n. Forced to eat his own vomit;
- o. Sexual abuse, which included acts of fondling and masturbation performed on him;
- p. Emotional abuse by subjecting Chase Wood to near-total parental and societal isolation. In an effort to control his mind, Chase Wood was prevented from having regular contact with his parents. Personal visits, correspondence, and telephone calls were either forbidden or discouraged;
- q. Because of the near-total isolation from the outside world and lack of education, Chase Wood was totally unequipped to enter outside society. He has experienced extreme difficulty in earning a living, entering and maintaining relationships, and in adapting to the laws and regulations of society. He is in need of extended psychological counseling.
- r. He was forced to work many hours a day, at an age below the applicable minimum age requirements of the state child labor laws in which the schools are located, but Chase Wood received no compensation whatsoever. Defendants robbed Chase Wood of the value of his work.

4. Plaintiff Chase Wood repeatedly witnessed other children being kicked, beaten, thrown to the ground, and humiliated by teachers, supervisors, and/or staff.

5. At all time relevant, Defendants did not disclose to Plaintiff Tammy M. Wood or Plaintiff

Gregory Wilson Wood of the physical, emotional, mental, and/or sexual abuse to which their son Plaintiff Chase Wood was subjected at their facilities, and conspired, even to this day, to prevent them from discovering such abuse.

VI.

**STATEMENTS OF CONDITION**

A.

**DEFENDANTS' CONCERT OF ACTION**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 876, under the legal doctrine of concert of action, and as agents of these entities, under which theories Plaintiffs seek damages from all Defendants jointly and severally.

B.

**BREACH OF FIDUCIARY DUTY**

1. WWASPS, as a school, owed the minor Plaintiff Chase Wood, who was entrusted to its care, the highest duty of trust and confidence and was required to act in his best interest. WWASPS's actions and inactions, described herein, violated that relationship when WWASPS failed to act with the highest degree of trust and confidence to protect the Plaintiff Chase Wood from physical, emotional, mental, and sexual abuse.

2. As a minor, unable to care for or make decisions for himself, and entrusted in the care of the schools operated by Defendants, Plaintiff Chase Wood was owed a fiduciary duty by each of the individual entities and by all of the Defendants. By failing to take steps to prevent, detect, and minimize the harm from

the incidents of abuse suffered by Chase Wood, the Defendants breached their fiduciary duty to Plaintiff Chase Wood.

C.

**CONSPIRACY AND FRAUDULENT CONCEALMENT**

1. WWASPS has acted in concert with the other Defendants in a pattern and practice to fraudulently conceal the extent and nature of the physical, emotional, mental, and sexual abuse occurring at its boarding schools, as well as the harmful effects of that abuse, continuing through the present day. Defendants have also acted in concert to fraudulently conceal the fact that Defendants engaged in a pattern and practice of stealing the value of Plaintiff Chase Wood's (and other children enrolled in the boarding schools) labor, forcing him to work several hours per day, for the duration of his attendance at the boarding schools without any compensation whatsoever, as well as the value to Plaintiff Chase Wood of even a minimally sufficient education.

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

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

4. In absence of this conspiracy and concert of action, Defendants should have responded to repeated notice of the abuse committed on the children by the teachers, supervisors, and staff and issued general and specific warnings to the entire WWASPS community, particularly the parents of the children in the boarding schools. Had a proper warning been issued, the offending teachers, supervisors, and staff would never have had unsupervised access to Plaintiff Chase Wood and other minor children, and his physical, emotional, mental, and sexual abuse would never have occurred. Moreover, the theft of the value of Plaintiff Chase Wood's work, and deprivation of his educational opportunities, would not have occurred had a proper warning been issued. Thus, Defendants' actions in furtherance of this conspiracy are a proximate cause of the injury and damages herein.

5. As a part of their conspiracy to conceal the physical, mental, emotional, and sexual abuse of children by the offending teachers, supervisors, and staff, as well as the theft of value of Plaintiff Chase Wood's work and his opportunity to receive even a minimally sufficient education, Defendants followed a practice of refusing to investigate suspected theft or abuse, or to disclose and warn of the dangers of physical, mental, emotional, and sexual abuse by teachers, supervisors, and staff despite actual notice and knowledge of the risk. Defendants failed to aggressively address abuse issues by such actions as promulgating proper and effective policies for the appointment of teachers, supervisors, and staff.

6. Plaintiffs allege that WWASPS officials, with others as plead herein, also engaged in a conspiracy to avoid the prosecution of teachers, supervisors, and staff to cover up the physical, mental, emotional, and sexual abuse of minor children suffered in their boarding schools, and the theft of the value of Plaintiff Chase Wood's work and educational opportunity. The purpose of this conspiracy was to prevent criminal prosecution, avoid adverse publicity, prevent claims for damages by the numerous minor victims, and to avoid exposure of this conspiracy designed to conceal the claims arising from the crimes of these

teachers, supervisors, and staff. Further, officials of WWASPS, in furtherance of the overall conspiracy engaged in affirmative acts to conceal the existence of this conspiracy, and to conceal acts of fraud, breach of fiduciary duty, negligence, and gross negligence.

VII.

**WRONGFUL AND ACTIONABLE CONDUCT OF DEFENDANTS**

1. The actionable conduct described herein, unless stated otherwise, refers to the conduct of all the defendant corporations, associations, and individuals, both acting collectively and singularly, and is stated as WWASPS's conduct, acts, or omissions.

A.

**NEGLIGENCE**

1. At all times material herein from 2000 through 2002, Defendant WWASPS, through their joint enterprise with the other named affiliated Defendants, operated and supervised the teachers, supervisors, and staff at Cross Creek Center for Boys in Utah and High Impact in Mexico. The teachers, supervisors, and staff at the boarding schools acted upon the delegated authority of WWASPS as its agents. The teachers, supervisors, and staff came to know the Plaintiff Chase Wood because of their status as leaders of the boarding schools. The teachers, supervisors, and staff engaged in the described wrongful conduct while in the course and scope of their duties with WWASPS and its affiliates. Therefore, WWASPS is liable for the wrongful conduct of its teachers, supervisors, and staff.

2. WWASPS negligently selected and placed the offending teachers, supervisors, and staff in positions of trust, confidence and authority and in direct, unsupervised contact with minor children, when they either had no knowledge of the teachers, supervisors, and staff's backgrounds or WWASPS had actual

or apparent knowledge of these individuals' dangerous propensities toward physical, emotional, mental, and sexual abuse of their students.

3. WWASPS failed to establish written and effective guidelines and procedures to safeguard the children entrusted to it.

4. WWASPS failed to provide proper training to its teachers, supervisors, and staff.

5. WWASPS encouraged, through its pattern and practice, the herein described acts of wrongful and illegal conduct by its agents.

6. WWASPS failed to warn Plaintiffs or their families of the offending teachers, supervisors, and staff's dangerous propensities towards abuse of minor children. Indeed, it was WWASPS's pattern and practice to encourage the abusive behavior from the teachers, supervisors, and staff.

7. WWASPS was under a duty to disclose the extent of the problem of physical, emotional, mental, and sexual abuse by the teachers, supervisors, and staff towards Plaintiff Chase Wood, and the severe psychological problems that would result from such abuse if not properly treated, but failed to make such disclosures.

8. WWASPS failed to notify state and governmental authorities of known and suspected abuse when it was the law to do so.

9. WWASPS failed to provide reasonable supervision of its teachers, supervisors, and staff.

10. WWASPS failed to provide adequate staffing to provide a safe environment.

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

12. The students who had advanced in the program to higher levels were sometimes appointed to indoctrinate new students or less advanced students into the program. The Defendants knew and encouraged these advanced level students to psychologically, physically, and sexually abuse students.

13. WWASPS's conduct during the time and occasions of the abuse in question resulted in both negligent and a proximate cause of Plaintiffs' damages.

B.

**ACTUAL AND CONSTRUCTIVE FRAUD**

1. As fiduciaries of Plaintiff Chase Wood, Defendants owed a duty to Plaintiff to inform his mother Plaintiff Tammy M. Wood and/or stepfather Plaintiff Gregory Wilson Wood of the fact that the schools operated by Defendants were staffed by unqualified individuals; did not contain sufficient staffing to prevent, detect, and minimize the effects of incidents of abuse; that Chase Wood was being used for child labor; that the schools were below the child safety standards that would reasonably be anticipated; and that education of their child would be minimal to non-existent.

2. By reason of the failure to make these disclosures to Plaintiffs, and the resulting detrimental reliance thereon, Defendants are guilty of constructive fraud.

C.

**BREACH OF CONTRACT/BREACH OF WARRANTY**

1. At the time that WWASPS Defendants accepted Plaintiff Chase Wood into the schools operated by them and collected payment from Plaintiffs Tammy M. Wood and Gregory Wilson Wood for school tuition and room and board, Defendants did, by both their conduct and verbal statements, expressly and impliedly agree and warrant, in exchange for valuable consideration, to provide good quality child care, schooling, and education, boarding services in a safe, nurturing environment, such that their son Chase

Wood would, among other things, not be intentionally or negligently harmed, and would receive an education.

2. Plaintiff Tammy M. Wood and Plaintiff Gregory Wilson Wood relied on the claims of Defendants that their son would be well cared for and properly educated in exchange for payments to Defendants.

3. Instead, Chase Wood was subjected to physical, mental, emotional, and sexual abuse as described above, and was not provided an education.

4. WWASPS Defendants breached their express and implied contract and warranty to Plaintiff Tammy M. Wood, Plaintiff Gregory Wilson Wood, and also to Plaintiff Chase Wood, as a third-party beneficiary. As a result, Plaintiffs were damaged.

D.

**BREACH OF STATUTORY DUTY TO PREVENT CHILD ABUSE**

1. Defendants were under a statutory duty to protect children entrusted to their care from physical and sexual abuse and to report to various child welfare and child protective agencies any known or suspected occurrences of sexual or physical abuse of children under Utah Code Ann. §§ 53A-6-502, 62A-4a-411, 76-5-109, 76-5-103, 76-5-401.1, 76-5-404, 76-5-404.1, and 78-12-25.1. Defendants breached their statutory duty in that: (a) they engaged in a pattern and practice of, or knowingly permitted their agents to, physically and/or sexually abuse minor children; and (b) Defendants learned of suspected physical and sexual abuse of children but concealed its existence from state authorities, and to this day continues to fail to report known instances of physical or sexual abuse of children entrusted to its care.



G.

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

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

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

3. Defendants were parental surrogates to Plaintiff Chase Wood and had a duty not to injure him, either physically or psychologically, but rather to instruct, educate, and promote his physical and psychological well-being consistent with Defendants representations to his mother, Plaintiff Tammy M. Wood and stepfather, Plaintiff Gregory Wilson Wood. However, Defendants negligently placed Plaintiff Chase Wood in a confined environment with teachers, supervisors, and staff who physically, emotionally, mentally, and sexually abused him. Defendants' conduct was malicious, wanton, and in reckless disregard of Plaintiff Chase Wood's health, safety, and welfare, by reason of which Plaintiffs are entitled to recover both actual and punitive damages.

H.

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

1. Plaintiff Chase Wood incorporates by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for actions and/or

omissions pursuant to Restatement (Second) of Torts, Section 302B, under the legal doctrine of negligent assumption of risk of intentional or criminal conduct:

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

Restatement (Second) of Torts, Section 302B.

2. Defendant WWASPS and the other Defendants realized or should have realized that the abusive teachers, supervisors, and staff posed an unreasonable risk of harm to minor children, including Plaintiff Chase Wood.

I.

**NEGLIGENT MISREPRESENTATION INVOLVING RISK OF PHYSICAL HARM**

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

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

Restatement (Second) of Torts, Section 311.

2. Defendant WWASPS and the other Defendants informed Plaintiffs Tammy M. Wood and Gregory Wilson Wood that WWASPS would provide a safe and family-oriented environment for her son.

Defendants' failure to ascertain and apprise Plaintiffs of the propensity of offending teachers, supervisors, and staff to physically, emotionally, mentally, and sexually abuse minor children, and WWASPS and the other Defendants' representation that the offending teachers, supervisors, and staff were not dangerous to children placed Plaintiff Chase Wood in peril, and caused him injury.

J.

**BATTERY**

1. Plaintiffs incorporate by reference, as if set forth at length herein, all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions under the legal doctrine of battery, which states that an actor is subject to liability to another for battery if (a) he acts intending to cause a harmful or offensive contact with the person of the other or a third person, or an imminent apprehension of such a contact, and (b) a harmful contact with the person of the other directly or indirectly results.

K.

**ASSAULT**

1. Plaintiffs incorporate by reference, as if set forth at length herein, all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions under the legal doctrine of assault, which provides that an actor is subject to liability to another for assault if his conduct is (a) an attempt, with unlawful force or violence, to do bodily injury to another; (b) a threat, accompanied by a show of immediate force or violence, to do bodily injury to another; or (c) an act, committed with unlawful force or violence, that causes bodily injury to another or creates a substantial risk of bodily injury to another. All Defendants are liable to Plaintiff Chase Wood for the assaults committed upon him. Some of the Defendants participated directly in assaults upon Plaintiff Chase Wood at the

boarding schools, while others are liable as principals of the actors who knew about and condoned the assaults upon Plaintiff Chase Wood, and failed to take any action to stem that abuse.

L.

**FALSE IMPRISONMENT**

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that WWASPS and the other Defendants are liable for acts and/or omissions under the legal doctrine of false imprisonment. Defendants either directly committed, knew about, condoned, and concealed acts intended to confine Plaintiff Chase Wood within the boundaries fixed by the authorities at the boarding schools, which such acts directly or indirectly resulted in the confinement of Plaintiff Chase Wood, who was conscious of the confinement and was harmed by it.

M.

**UTAH DECEPTIVE TRADE PRACTICES VIOLATIONS**

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

2. Plaintiffs have sent notice to Defendants to promulgate a correction notice to their violating advertisement at least ten (10) days prior to the filing of this lawsuit.

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

- (b) A person causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services.
- (c) A person causes likelihood of confusion or of misunderstanding as to affiliation, connection, association with, or certification by another.

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

N.

### RICO VIOLATIONS

1. Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above.
2. This claim for relief is asserted against each Defendant and arises under the federal Racketeer-Influenced and Corruption Organizations (RICO) Act, 18 U.S.C. § 1961 et seq. Defendants have violated 18 U.S.C. § 1962((a), b), (c), and (d), as follows:

- (a) (a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity . . . to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. . . .
- (b) It shall be unlawful for any person through a pattern of racketeering activity . . . to acquire or maintain, directly or indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.
- (c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity . . . .
- (d) It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

3. At all relevant times, each Defendant is considered a "person" subject to the RICO Act, pursuant to 18 U.S.C. § 1961(3).

4. At all relevant times, Defendants constituted an "enterprise", pursuant to 18 U.S.C. § 1961(4). This enterprise is an ongoing organization that functions to maximize the sales of WWASPS specialty boarding schools and programs and in concert to bilk parents and children out of their money, including, but not limited to, the theft of the value of the students' work at the boarding schools, the deprivation of their educational opportunities, and the parents' investments in their child's education and welfare.

5. The "racketeering activity", pursuant to 18 U.S.C. § 1961(1)(b), committed by Defendants is related to 18 U.S.C. § 1341 (relating to mail fraud), 18 U.S.C. § 1343 (relating to wire fraud), 18 U.S.C. § 1461 (relating to obscene matter), and 18 U.S.C. § 1957 (relating to engaging in monetary transactions in property derived from specified unlawful activity).

6. The WWASPS Defendants knowingly and intentionally failed to disclose material facts and deliberately misrepresented material facts through their telephone conversations, letters, and other remittance sent through the U.S. mail, which amounts to repeated violations of 18 U.S.C. §§ 1341 and 1343.

7. The WWASPS Defendants sent fraudulent literature and advertisements about their specialty boarding schools and programs to promote and advertise their facilities and programs for the purpose of recruiting more children for attendance at their boarding schools, where they were physically, mentally, and sexually abused and utilized as child labor, instead of the enhancement of their welfare and education as promised, which such conduct is in violation of 18 U.S.C. § 1461.

8. The WWASPS Defendants knowingly engaged in monetary transactions in criminally derived property that is of a value greater than \$ 10,000 and is derived from specified unlawful activity, pursuant to 18 U.S.C. § 1957.

9. The acts that form a “pattern” of racketeering activity relate to the WWASPS Defendants’ common objectives of maximizing the wealth of the WWASPS owners, directors, and/or principals; misleading the public and government regulators who bear responsibility for child welfare; and suppressing the truth concerning the abuse and theft of property taking place in the boarding schools from Plaintiffs. These acts have had the same or similar purposes, results, participants, victims, and methods of commission. The acts have been consistently repeated and are capable of further repetition. Defendant’s pattern of racketeering activity dates from at least 2000 and continues to the present, and threatens to continue in the future.

10. Defendants have used or invested their illicit proceeds, generated through the pattern of racketeering activity, directly or indirectly in the acquisition of an interest in, or establishment or operation of, each enterprise in violation of 18 U.S.C. § 1962(a). Defendants’ use and investment of these illicit proceeds is for the specific purpose and has the effect of suppressing and concealing information regarding the incidents of child abuse, theft of property, and the failure to enhance the welfare and education of children at the boarding schools, and in large part, to further their goals of recruiting more children to attend their boarding schools and programs. Defendants used income derived from their pattern of racketeering activities, as described above, in the operation of their businesses, the activities of which affected interstate commerce.

11. The individual Defendants acquired and maintained control of the WWASPS enterprise, the activities of which affected interstate commerce, in violation of 18 U.S.C. § 1962(b).

12. Each Defendant participated, directly or indirectly, in association with the other Defendants’ affairs through their pattern of racketeering activity, as described above, in violation of 18 U.S.C. § 1962(c).

The pattern of racketeering activity dates from at least 2000 through the present, and threatens to continue in the future.

13. Each Defendant has conspired to violate 18 U.S.C. § 1962(a), (b), and (c) in violation of 18 U.S.C. § 1962(d).

14. Plaintiffs have been injured in their property by reason of Defendants' violations of 18 U.S.C. § 1962 in that Plaintiffs paid Defendants large amounts of money for the promised care and welfare of their child, and have been required to incur significant costs and expenses attributable to the abuse committed by the teachers, supervisors, and staff at the boarding schools; and counseling they have been forced to incur as a result thereof, and theft of the value of Plaintiff Chase Wood's work and educational opportunities. In absence of Defendants' violations of 18 U.S.C. § 1962(c) and (d), these costs and expenses, as well as the theft of Plaintiffs' property, would have been substantially reduced or eliminated altogether.

15. Under the provisions of 18 U.S.C. § 1964(c), Plaintiffs are entitled to bring this action and to recover herein treble damages and court costs, which includes reasonable attorney fees.

O.

#### **GROSS NEGLIGENCE AND EXEMPLARY DAMAGES**

1. WWASPS Defendants, both individually and collectively, expressly and by their acts, have accepted and ratified the wrongful and injurious conduct described herein.

2. WWASPS Defendants, at the time and on the occasions in question, acted with heedless and reckless disregard for the safety of Plaintiff Chase Wood, which disregard was the result of knowing and reckless indifference to the rights of Plaintiffs, pursuant to Utah Code Ann. § 78-18-1.



3. Actions and omissions of the WWASPS Defendants, at the time and on the occasions in question, are the result of willful and malicious or intentionally fraudulent conduct to bilk Plaintiffs Gregory Wilson Wood and Tammy M. Wood out of their money, pursuant to Utah Code Ann. § 78-18-1.

4. As a result, Plaintiffs are entitled to recover exemplary damages.

### VIII.

#### DAMAGES TO PLAINTIFF CHASE WOOD

Damages include, but are not limited to, the following:

1. As a proximate result of the incidents of abuse described above, Plaintiff Chase Wood has suffered, and will continue to suffer, extreme emotional trauma, pain and suffering, and chronic post-traumatic stress disorder.
2. Plaintiff has suffered medical and psychotherapeutic expense, a need for therapeutic service, diminished earning capacity and lost earnings, social stigmatization, reduced educational attainments, and substantial general damages.
3. Plaintiff has experienced both physical and psychological pain and suffering and mental anguish in the past and in all reasonable probability will sustain physical and psychological pain and suffering in the future as a result of his injuries.
4. Plaintiff has incurred medical expenses in the past and in all reasonable probability will continue to incur medical expenses as a result of the incidents described above.
5. Plaintiff suffers from a profound sense of guilt, helplessness, loss of self-esteem, and suffers from post-traumatic stress syndrome as a result of his childhood experience at Defendants' boarding schools.

6. As a result of Defendants' conduct, Plaintiff was injured in his property because he was robbed of the value of his forced child labor at the boarding schools, as well as the value of even a minimally sufficient education.

7. Plaintiff seeks restitution for his actual damages in an amount to be shown according to proof.

8. Plaintiff seeks punitive damages in an amount to be shown according to proof in order to punish and deter the outrageous conduct taken in heedless and reckless disregard for the safety of Plaintiff, and as a result of Defendants' conscious indifference to the rights, welfare and safety of Plaintiff in violation of the laws of the State of Utah and the United States.

IX.

**DAMAGES TO PLAINTIFFS TAMMY M. WOOD AND GREGORY WILSON WOOD**

Damages include, but are not limited to, the following:

1. Plaintiffs seeks restitution for their actual damages in an amount to be shown according to proof.
2. For Defendants' RICO violations, Plaintiffs seek treble damages and court costs, which includes reasonable attorney fees.
3. For Defendants' gross negligence and fraudulent concealment, Plaintiffs seek punitive damages.

X.

**REQUEST FOR INJUNCTION AGAINST FURTHER PHYSICAL, EMOTIONAL, OR SEXUAL ABUSE OF MINOR CHILDREN**

1. Plaintiffs believe and therefore allege that the pattern and practice of physical, emotional, and sexual abuse to minor children currently enrolled in or residing at the Defendants' boarding schools and treatment facilities is ongoing and continues to this day. Plaintiffs therefore ask this Court to issue an

injunction prohibiting Defendants from engaging in any further physical, emotional, or sexual abuse of minor children currently enrolled in or residing at Defendants' boarding schools and treatment facilities, and upon final trial of this matter.

XI.

**REQUEST FOR INJUNCTION AGAINST FURTHER DECEPTIVE ADVERTISING**

1. Plaintiffs believe and therefore allege that while Defendants continue the pattern and practice of physical, emotional, and sexual abuse to minor children currently enrolled in or residing at the Defendants' boarding schools and treatment facilities, Defendants promote and advertise their boarding schools and treatment facilities as schools where children can get an education while receiving instruction for emotional growth and personal development. Plaintiffs therefore ask this Court to issue an injunction prohibiting Defendants from engaging in any further advertisement that Defendants' boarding schools and treatment facilities are schools where children can get an education while receiving instruction for emotional growth and personal development or the like.

XII.

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

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

XIII.

**STATEMENTS TO THE COURT**

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

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

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

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

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

6. Plaintiffs plead a concert of action, a conspiracy to conceal negligence, to commit fraud, and to fraudulently conceal the acts and the existence of the fraud and conspiracy, thus suspending the running of limitations against all Defendants.

7. Plaintiff Chase Wood pleads that he was under the age of majority at the time the causes of action accrued, thus tolling the statute of limitations as to all claims.

8. Plaintiffs allege that the actions of all Defendants, because of their conduct, statements, and promises, preclude them from claiming a bar by limitations to any of Plaintiffs' claims. Plaintiffs thus plead the doctrine of equitable estoppel.

#### XIV.

#### **JURY DEMAND**

Plaintiffs hereby request and demand a trial by jury.

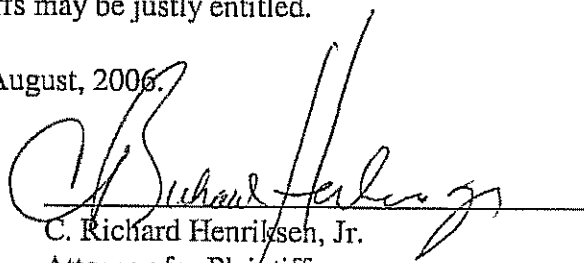
XV.

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

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

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

Respectfully submitted this 25 day of August, 2006.

  
C. Richard Henriksen, Jr.  
Attorney for Plaintiffs