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IN THE FIFTH JUDICIAL DISTRICT COURT

IN AND FOR WASHINGTON COUNTY, STATE OF UTAH

WOOD, WILLIAM CHASE aka CHASE §
MCKINNEY; *et al.* §

Plaintiffs, §

V. §

WORLD WIDE ASSOCIATION OF §
SPECIALTY PROGRAMS AND §
SCHOOLS, INC. f/k/a WORLD WIDE §
ASSOCIATION OF SPECIALTY §
PROGRAMS AND SCHOOLS, L.L.C.; *et* §
al. §

Defendants. §

PLAINTIFFS' FIRST AMENDED COMPLAINT

Joint Action

Negligence

Breach of Contract

Fraud

(JURY DEMAND)

Civil Cause No.: 120500380

HONORABLE JUDGE JAMES L. SHUMATE

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PLAINTIFFS' FIRST AMENDED COMPLAINT

Plaintiffs by and through their counsel, Robert Gilchrist, Windle Turley and T Nguyen, hereby bring this First Amended Complaint against Defendants and allege the following:

I.

PARTIES

A. PLAINTIFFS:

1. WOOD, WILLIAM CHASE a/k/a Chase McKinney. Plaintiff William Chase Wood resides in Texas.
2. ALDRIDGE, JAMES; Plaintiff James Aldridge resides in California.
3. ALES, MADELINE K.; Plaintiff Madeline K. Ales resides in Florida.
4. AMELL, BRANDON; Plaintiff Brandon Amell resides in Florida.
5. ANDERSON, JUNE ELIZABETH; Plaintiff Elizabeth Anderson resides in Nevada.
6. ANDERSON, COURTNEY ANN CARROLL; Plaintiff Courtney Ann Carroll Anderson resides in Michigan.
7. AUGUSTINE, JERRELL; Plaintiff Jerrell Augustine resides in California.
8. AUGUSTINE, MARK; Plaintiff Mark Augustine is the father of Jerrell Augustine and resides in California.
9. AYLWARD, LINDSAY; Plaintiff Lindsay Aylward resides in Kansas.
10. BAKER, STEVEN HARLAN; Plaintiff Steven Harlan Baker resides in California.
11. BAMMAN, JR., SAMUEL A.; Plaintiff Samuel A. Bamman, Jr. resides in Florida.
12. BARLOW, SARA LOUISE; Plaintiff Sara Louise Barlow resides in Alaska.
13. BASLIOS, CHRIS; Plaintiff Chris Baslios resides in California.

14. BATEMAN, DON; Plaintiff Don Bateman resides in California.
15. BATTON, JANE; Plaintiff Jane Batton is the mother of John Webster Batton and resides in Arkansas.
16. BATTON, JOHN WEBSTER, Plaintiff John Webster Batton resides in Arkansas.
17. BATTON, ROBERT; Plaintiff Robert Batton is the father of John Webster Batton and resides in Arkansas.
18. BERTELS, ROBERT; Plaintiff Robert Bertels is the father of Thomas Bertels and resides in Texas.
19. BERTELS, THOMAS; Plaintiff Thomas Bertels resides in Texas.
20. BESIO, LISA; Plaintiff Lisa Besio resides in California.
21. BIER, PAUL ADAMS; Plaintiff Paul Adams Bier resides in Washington.
22. BLACKBURN, JUSTIN MICHAEL; Plaintiff Justin Michael Blackburn resides in Texas.
23. BLOOM, SANDRA; Plaintiff Sandra Bloom resides in Illinois.
24. BOLLINGER, CANDACE; Plaintiff Candace Bollinger is the mother of Chad Westbrook and resides in California.
25. BOLLINGER, CORY; Plaintiff Cory Bollinger is the stepfather of Chad Westbrook and resides in California.
26. BOWDISH, GREG; Plaintiff Greg Bowdish is the father of Blake Bowdish and resides in Texas.
27. BOYLES, JR., WILLIAM A.; Plaintiff William A. Boyles, Jr. resides in Florida.
28. BRINGAS, QUINN MICHAEL; Plaintiff Quinn Michael Bringas resides in Minnesota.
29. BRISKE, DAWN; Plaintiff Dawn Briske resides in New Mexico.
30. BRISKE, CHERYL; Plaintiff Cheryl Briske resides in New Mexico.

31. BUFFONI, CHRISTOPHER; Plaintiff Christopher Buffoni resides in California.
32. BUGGE, LUCAS STANLEY; Plaintiff Lucas Stanley Bugge resides in Washington.
33. BURKE, ADAM; Plaintiff Adam Burke is a resident of California.
34. BURNETT, CHARLES; Plaintiff Charles Burnett is the biological father of Plaintiff Nathan Paul Burnett and resides in Kentucky.
35. BURNETT, KAREN; Plaintiff Karen Burnett is the biological mother of Plaintiff Nathan Paul Burnett and resides in Kentucky.
36. BURNETT, NATHAN PAUL; Plaintiff Nathan Paul Burnett resides in Kentucky.
37. BURNETT, STEVEN ZANE; Plaintiff Steven Zane Burnett resides in Florida.
38. BURNS, JESSICA; Plaintiff Jessica Burns resides in California.
39. BURNS, JOSEPH; Plaintiff Joseph Burns resides in Arizona.
40. BURNS, JUSTIN NOBLE; Plaintiff Justin Noble Burns resides in Alaska.
41. CALVERT, DUSTIN L.; Plaintiff Dustin L. Calvert resides in Kentucky.
42. CALVERT, JOHN; Plaintiff John Calvert is the biological father of Plaintiff Dustin L. Calvert and resides in Kentucky.
43. CANNON, DANA; Plaintiff Dana Cannon is the mother of Jeff Cannon and resides in Maryland.
44. CANNON, JEFF; Plaintiff Jeff Cannon resides in Maryland.
45. CAPEL, ARIC; Plaintiff Aric Capel resides in Oregon.
46. CARBO, REMBERTO; Plaintiff Remberto Carbo is the biological father of Plaintiff Christopher Carbo and resides in Florida.
47. CARBO, CHRISTOPHER; Plaintiff Christopher Carbo resides in Florida.
48. CARLSON, SONJA; Plaintiff Sonja Carlson resides in Virginia.

49. CESSNA, CATHY; Plaintiff Cathy Cessna resides in Delaware.
50. CHAMBARD, JENNIFER; Plaintiff Jennifer Chambard resides in Washington.
51. CHRISTMAN, JARED; Plaintiff Jared Christman resides in Arizona.
52. CLAFLIN, JONATHAN; Plaintiff Jonathan Claflin resides in Missouri.
53. CLARK, KRISTAL; Plaintiff Kristal Clark resides in Michigan.
54. CLARK, LINDA; Plaintiff Linda Clark is the mother of Kristal Clark and resides in Pennsylvania.
55. COBB, KAREN; Plaintiff Karen Cobb is the mother of Fawn Cobb and resides in Michigan.
56. COBB, FAWN; Plaintiff Fawn Cobb resides in Michigan.
57. COBB, STARLON; Plaintiff Starlon Cobb resides in Michigan.
58. CODY, MARC; Plaintiff Marc Cody is the father of Adam Cody and resides in Delaware.
59. CODY, PATRICIA; Plaintiff Patricia Cody is the mother of Adam Cody and resides in Delaware.
60. COLBURN, RYAN; Plaintiff Ryan Colburn resides in Texas.
61. COLBURN, LEE E.; Plaintiff Lee E. Colburn is the biological father of Plaintiff Ryan Colburn and resides in Texas.
62. CONOR, JOHN, Individually; Plaintiff John Conor is the biological father of Plaintiff Frank Conor, Deceased and resides in Michigan.
63. CONOR, JOHN, as Personal Representative of the Estate of FRANK CONOR, Deceased; Plaintiff John Conor as Personal Representative of The Estate of Frank Conor, Deceased and resides in Michigan.
64. COOPER, STEVEN; Plaintiff Steven Cooper is the biological father of Plaintiff Beth Cooper and resides in Virginia.

65. COOPER, BETH; Plaintiff Beth Cooper resides in Virginia.
66. COOPER, LYNNE; Plaintiff Lynne Cooper is the biological mother of Plaintiff Beth Cooper and resides in Virginia.
67. COOPER, MICHAEL; Plaintiff Michael Cooper resides in Arizona.
68. CORTHELL, CAROLYN; Plaintiff Carolyn Corthell is the mother of Shane Corthell and resides in Oregon.
69. COSSON, TIFFANY; Plaintiff Tiffany Cosson resides in Florida.
70. COTO, ALEXANDRA; Plaintiff Alexandra Coto resides in California.
71. COTO, TARA; Plaintiff Tara Coto is the biological mother of Plaintiff Alexandra Coto and resides in California.
72. COUTURE, SARAH; Plaintiff Sarah Couture resides in Washington.
73. CREEKMORE, NIKKI; Plaintiff Nikki Creekmore is the mother of Richard Creekmore and resides in Hawaii.
74. COX, JR., ROBERT ALLEN; Plaintiff Robert Allen Cox, Jr. Resides in Georgia.
75. CREEKMORE, RICHARD; Plaintiff Richard Creekmore resides in Arizona.
76. CROSBY, DANIELLE LORRAI; Plaintiff Danielle Lorrαι Crosby resides in Oregon.
77. CRUTCHER, RYAN; Plaintiff Ryan Crutcher resides in California.
78. DARKAZALLI, CHRISTINA; Plaintiff Christina Darkazalli resides in California.
79. DAVIS, MORGAN; Plaintiff Morgan Davis resides in New Mexico.
80. DELGADO, MARCIE; Plaintiff Marcie Delgado is the biological mother of Plaintiff Anthony Daniel Delgado and resides in Texas.
81. DELGADO, ANTONIO D.; Plaintiff Anthony Daniel Delgado resides in Texas.

82. DELGADO, PATRICK MICHAEL; Plaintiff Patrick Michael Delgado resides in Texas.
83. DENNY, PAUL; Plaintiff Paul Denny resides in Colorado.
84. DOTSON, LAURIE MARIE; Plaintiff Laurie Marie Dotson resides in California.
85. DOW, JAMES RICHARD; Plaintiff James Richard Dow resides in California.
86. DULSKI, MICKIE MARIE; Plaintiff Mickie Marie Dulski resides in Maryland.
87. DURR, ROBERT J.; Plaintiff Robert J. Durr resides in Texas.
88. ELLIOTT, NIKKOLE DANYELLE; Plaintiff Nikkole Danyelle Elliott resides in Michigan.
89. ELLIOTT, TAMI; Plaintiff Tami Elliott resides in Michigan.
90. ENTZ, ZACHARY DANIEL; Plaintiff Zachary Daniel Entz resides in Washington.
91. ESKEL, MATTHEW CHARLES; Plaintiff Matthew Charles Eskel resides in California.
92. FAJARDO, LISSETTE; Plaintiff Lissette Fajardo resides in Florida.
93. FALAGRADY, BRENDAN; Plaintiff Brendan Falagrady resides in California.
94. FERNANDEZ, SHANNON; Plaintiff Shannon Fernandez is the mother of Zachary Fernandez and resides in California.
95. FERNANDEZ, ZACHARY COLE; Plaintiff Zachary Cole Fernandez resides in California.
96. FIGUERO, CYNTHIA; Plaintiff Cythia Maldonado Figuero is the biological mother of Plaintiff Anthony Daniel Maldonado and resides in Florida.
97. FILER, CHELSEA; Plaintiff Chelsea Filer resides in California.
98. FLYNN, STEPHANIE; Plaintiff Stephanie Flynn resides in Arizona.
99. FOSTER, TIFFANY; Plaintiff Tiffany Foster resides in Arizona.
100. FOUQUIER, KELLY ANNE; Plaintiff Kelly Anne Fouquier resides in California.
101. FOWLER, JAMIE LYNN; Plaintiff Jamie Lynn Fowler resides in Oregon.

102. FRANCO, DANIEL; Plaintiff Daniel Franco resides in California.
103. FREDRICKSON, NICK; Plaintiff Nick Fredrickson resides in North Dakota.
104. FREY, KURT; Plaintiff Kurt Frey resides in California.
105. FRIGO, JOHNNY JASON; Plaintiff Johnny Jason Frigo resides in Illinois.
106. GAGAN, III., WILLIAM DALE; Plaintiff William Dale Gagan, III., resides in California.
107. GALLUZZO, VITTORIO (VICTOR) V.; Plaintiff Vittorio (Victor) V. Galluzzo resides in North Carolina.
108. GARDNER, ROBERT; Plaintiff Robert Gardner resides in Delaware.
109. GARIBAY, PHILIFE; Plaintiff PHILIFE Garibay resides in California.
110. GARVIN, LEN; Plaintiff Len Garvin resides in Florida.
111. GARVIN, LISA; Plaintiff Lisa Garvin resides in Florida.
112. GARVIN, SCOTT; Plaintiff Scott Garvin resides in Florida.
113. GEIZER-PUNCEKAR, LEONA; Plaintiff Leona Geizer-Puncekar is the mother of Nick Geizer-Puncekar and resides in Ohio.
114. GEORGE, MICHAEL A.; Plaintiff Michael A. George is the father of Michael Brian George and resides in Washington.
115. GEORGE, MICHAEL BRIAN; Plaintiff Michael Brian George resides in California.
116. GEORGE, JOAN C.; Plaintiff Joan C. George resides in California.
117. GIBSON, JESSICA; Plaintiff Jessica Gibson resides in Ohio.
118. GILLINGS, LAURA; Plaintiff Laura Gillings resides in Minnesota.
119. GLEICHMANN, KURT WALTER; Plaintiff Kurt Walter Gleichmann resides in California.

120. GOMEZ, JOSEPH; Plaintiff Joseph Gomez is the biological father of Plaintiff Gregory Gomez and resides in California.
121. GOMEZ, CRISTINE; Plaintiff Cristine Gomez is the biological mother of Plaintiff Gregory Gomez and resides in California.
122. GOMEZ, GREGORY; Plaintiff Gregory Gomez resides in California.
123. GONZALEZ, IRENA; Plaintiff Irena Gonzalez resides in California.
124. GONZALEZ, EDWARD H.; Plaintiff Edward H. Gonzalez is the biological father of Plaintiff Irena Gonzalez and resides in California.
125. GOODWIN, JR., CHRISTOPHER; Plaintiff Christopher Goodwin, Jr. resides in California.
126. GOODWIN, MARIA; Plaintiff Maria Goodwin is the biological mother of Plaintiff Christopher Goodwin, Jr. And resides in California.
127. GRIFFIN, BRENDAN; Plaintiff Brendan Griffin resides in Florida.
128. GRIFFIN, JAMES; Plaintiff James Griffin is the father of Plaintiff Brendan Griffin, and resides in Florida.
129. GUMPORT, BENJAMIN; Plaintiff Benjamin Gumport resides in Oregon.
130. HALFMOON, MISTY DAWN; Plaintiff Misty Dawn Halfmoon is the mother of Lance Scott Meyer (aka Harlow).
131. HALIP, LISA ANN; Plaintiff Lisa Ann Halip resides in Minnesota.
132. HARDNETT, KYLE GARY; Plaintiff Kyle Gary Hardnett resides in Maryland.
133. HAYNES, KERI AMBER; Plaintiff Keri Amber Haynes resides in North Carolina.
134. HEFFNER, ANNE; Plaintiff Anne Heffner resides in Arizona.
135. HEINZEN, LINDSAY; Plaintiff Lindsay Heinzen resides in California.

136. HELLINGER, SEAN; Plaintiff Sean Hellinger resides in California.
137. HENDERSON, SHAYLA; Plaintiff Shayla Henderson resides in Minnesota.
138. HILL, KASEY ANN; Plaintiff Kasey Ann Hill resides in California.
139. HOFFMAN, MELISSA; Plaintiff Melissa Hoffman resides in Arizona.
140. HOFFMAN, LON; Plaintiff Lon Hoffman is the biological father of Plaintiff Melissa Hoffman and resides in Arizona.
141. HOOTEN, SUSAN; Plaintiff Susan Hooten is the biological mother of Chris Cross and resides in California.
142. HOPGOOD, JILLIAN; Plaintiff Jillian Hopgood resides in Illinois.
143. HUDSON, EDDIE M.; Plaintiff Eddie M. Hudson resides in Washington.
144. HUFFMAN, MICHAEL; Plaintiff Michael Huffman is a resident of Washington.
145. JACKSON, TERESA, on behalf of HEATHER BROOK JACKSON, A Minor Child; Plaintiff Teresa Jackson on behalf of Heather Brook Jackson, A Minor Child, resides in California.
146. JACKSON, TERESA, Individually; Plaintiff Teresa Jackson is the biological mother of Plaintiff Heather Brook Jackson and resides in California.
147. JOHNSON, CRAIG; Plaintiff Craig Johnson resides in Montana.
148. JOHNSON, JESSICA; Plaintiff Jessica Johnson resides in California.
149. JOHNSTON, BROOKE ASHLEY; Plaintiff Brooke Ashley Johnston resides in Colorado.
150. JOHNSTON, DENISE; Plaintiff Denise Johnston resides in Missouri.
151. KATAVE, ARI LAVI; Plaintiff Ari Lavi Katave resides in Texas.
152. KATHERINE, SOFIA; Plaintiff Sofia Katherine is the mother of Nathaniel Lee and resides in Oregon.

153. KATYZ, ALYSON; Plaintiff Alyson Katz is the mother of Andrew Katz and resides in Colorado.
154. KATZ, ANDREW ROSS; Plaintiff Andrew Ross Katz resides in Colorado.
155. KAVA, DUSTIN; Plaintiff Dustin Kava resides in Ohio.
156. KELLEY, ERIC; Plaintiff Eric Kelley resides in New Jersey.
157. KELLEY, DIANA; Plaintiff Diana Kelley resides in New Jersey.
158. KELLEY, KENDALL; Plaintiff Kendall Kelley is the father of Eric Kelley and resides in New Jersey.
159. KETELSEN, NICK; Plaintiff Nick Ketelsen resides in California.
160. KIENY, JANINE BETH; Plaintiff Janine Beth Kieny resides in Arizona.
161. KIESLER, WHITNEY R.; Plaintiff Whitney R. Kiesler resides in Washington.
162. KING, ANDREW; Plaintiff Andrew King resides in California.
163. KING, CHARLES; Plaintiff Charles King resides in Washington.
164. KLEBANOV, DANIEL; Plaintiff Daniel Klebanov resides in California.
165. KOEHLER, KIMBERLEE; Plaintiff Kimberlee Koehler resides in Nevada.
166. KOSTER, ANDREW S.; Plaintiff Andrew S. Koster resides in California.
167. KRAVIG, AARON A.; Plaintiff Aaron A. Kravig resides in New York.
168. KROHN, JESSICA; Plaintiff Jessica Krohn resides in Washington.
169. KRUCEK, JULIE; Plaintiff Julie Krucek is the biological mother of Jennifer Chambard and resides in Washington.
170. LAFFERTY, ADRIAN; Plaintiff Adrian Lafferty resides in California.
171. LAI, SHEILA; Plaintiff Sheila Lai is the biological mother of Plaintiff Kurt Frey and resides in California.

172. LANCASTER, BRENDA; Plaintiff Brenda Lancaster is the biological mother of Plaintiff Scott David Lancaster and resides in Michigan.
173. LANCASTER, SCOTT DAVID; Plaintiff Scott David Lancaster resides in Michigan.
174. LAPICA, SALLY; Plaintiff Sally Lapica is the biological mother of Plaintiff Andrew Lapica and resides in Nevada.
175. LAPICA, ANDREW MONTY; Plaintiff Andrew Monty Lapica resides in Nevada.
176. LAWRENCE, DONNA; Plaintiff Donna Lawrence is the biological mother of Plaintiff Michael Lawrence and resides in Massachusetts.
177. LAWRENCE, MATHEW; Plaintiff Mathew Lawrence resides in Massachusetts.
178. LAWRENCE, MICHAEL; Plaintiff Michael Lawrence resides in Massachusetts.
179. LAY, WESLEY; Plaintiff Wesley Lay resides in Nevada.
180. LECLAIR, PATRICK; Plaintiff Patrick Leclair resides in Texas.
181. LEE, EMI; Plaintiff Emi Lee resides in California.
182. LEE, NATHANIEL; Plaintiff Nathaniel Lee resides in Arkansas.
183. LEE, CHARLES; Plaintiff Charles Lee is the biological father of Plaintiff Nathaniel Lee and resides in Texas.
184. LEHNHARDT, JOANNE; Plaintiff Joanne Lehnhardt is the biological mother of Plaintiff Dustin Kava and resides in Ohio.
185. LEHRMAN, MAX; Plaintiff Max Lehrman is a resident of Florida.
186. LEON, KRISTINA WOODHOUSE; Plaintiff Kristina Woodhouse Leon resides in Nevada.
187. LOEW, HILLARY; Plaintiff Hillary Loew resides in California.
188. MAGNUS, THYRI; Plaintiff Thyri Magnus resides in Virginia.

189. MAGNUSON, ROBERT; Plaintiff Robert Magnuson resides in Texas.
190. MAHONEY, II., LANCE FREDERICK; Plaintiff Lance Frederick Mahoney, II. resides in California.
191. MAHONEY, SR., LANCE FREDERICK; Plaintiff Lance Frederick Mahoney, Sr. is the biological father of Plaintiff Lance Frederick Mahoney, II., and resides in California.
192. MAITLAND, KATHLEEN DENISE; Plaintiff Kathleen Denise Maitland resides in Kansas.
193. MAKARON, EDWARD; Plaintiff Edward Makaron resides in California.
194. MALDONADO, ANTHONY; Plaintiff Anthony Maldonado resides in Florida.
195. MARTINSON, JOSHUA; Plaintiff Joshua Martinson resides in Minnesota.
196. MAYS, ASHLEY; Plaintiff Ashley Mays resides in California.
197. MCCOY, MATTHEW; Plaintiff Matthew McCoy resides in South Carolina.
198. MCCOY, RANDY; Plaintiff Randy McCoy is the father of Matthew McCoy and resides in South Carolina.
199. MCCOY, VICKIE; Plaintiff Vickie McCoy is the mother of Matthew McCoy and resides in South Carolina.
200. MCCRORY, KRISTEN A.; Plaintiff Kristen A. McCrory resides in Florida.
201. MCGINN, CLAIRE; Plaintiff Claire McGinn resides in Michigan.
202. MCGINN, CLAIRE EVELYN; Plaintiff Claire Evelyn McGinn resides in Michigan.
203. MCILVAINE, MATTHEW LEE; Plaintiff Matthew Lee Mcilvaine resides in Oklahoma.
204. MCMANAMAN, DEVON; Plaintiff Devon McManaman resides in Florida.
205. MCQUISTON, JOSEPH; Plaintiff Joseph McQuiston resides in Texas.
206. MICHNIKA, ANNA; Plaintiff Anna Michnika resides in California.

207. MICROS, NICHOLAS A.; Plaintiff Nicholas A. Micros resides in Pennsylvania.
208. MIGLIACCO, DEVON LEIGH; Plaintiff Devon Leigh Migliacco resides in New Jersey.
209. MILLIKEN, CARL R.; Plaintiff Carl R. Milliken resides in Maryland.
210. MILLIKEN, SANDRA BRESSI; Plaintiff Sandra Bressi Milliken is the stepmother of Plaintiff Carl R. Milliken and resides in Maryland.
211. MILLIKEN, DANIEL; Plaintiff Dan Milliken is the biological father of Plaintiff Carl R. Milliken and resides in Maryland.
212. MOLINET, MICHELLE; Plaintiff Michelle Molinet resides in Indiana.
213. MOLITOR, JOHN; Plaintiff John Molitor resides in Indiana.
214. MONTALBANO, PATRICIA L.; Plaintiff Patricia L. Montalbano is the biological mother of Plaintiff Bryan Patrick Montalbano and resides in California.
215. MONTALBANO, BRYAN PATRICK; Plaintiff Bryan Patrick Montalbano resides in California.
216. MORRISON, ANNE MARIE; Plaintiff Anne Marie Morrison is the mother of Sean Morrison and resides in Massachusetts.
217. MORRISON, SEAN; Plaintiff Sean Morrison resides in Massachusetts.
218. MOSGROVE, LINDA LOU; Plaintiff Linda Lou Mosgrove resides in California.
219. MOSGROVE, JAMES C.; Plaintiff James C. Mosgrove resides in California.
220. MURRAY, LISA JO; Plaintiff Lisa Jo Murray resides in Colorado.
221. NELSON, ELIZABETH; Plaintiff Elizabeth Anne Nelson resides in Texas.
222. NELSON, James; Plaintiff James Nelson is the father of Elizabeth Anne Nelson and resides in Texas.
223. NICOLL, SARAH CALINDRA; Plaintiff SARAH CALINDRA Nicoll resides in California.

224. NOORAEI, MAYSAM; Plaintiff Maysam Nooraei resides in California.
225. NOVY, JOANNE; Plaintiff Joanne Novay is the mother of Rachel Novy and resides in New Jersey.
226. NOVY, RACHEL; Plaintiff Rachel Novy resides in New Jersey.
227. OLDHAM, SHANNON; Plaintiff SHANNON Oldham resides in Texas.
228. ORTEGA, JANICE; Plaintiff Janice Ortega is the mother of Christian Olivier DeLaurentiis and resides in Oregon.
229. OSBORN, PATRICK WILSON; Plaintiff Patrick Wilson Osborn resides in Texas.
230. PATANI, ARIF; Plaintiff Arif Patani resides in Virginia.
231. PENNINGTON, BRIAN; Plaintiff Brian Pennington resides in Texas.
232. PEREZ, CODY LANDON; Plaintiff Cody Landon Perez resides in Tennessee.
233. PERSON, HEATHER; Plaintiff Heather Person resides in California.
234. PETTY, SHERRIE; Plaintiff Sherrie Petty resides in California.
235. PIERCE, JASON RILEY; Plaintiff Jason Riley Pierce resides in Texas.
236. PIERCE, KATHY DIANE; Plaintiff Kathy Diane Pierce is the biological mother of Plaintiff Jason Riley Pierce and resides in Texas.
237. PINK, LANA, INDIVIDUALLY; Plaintiff Lana Pink is the biological mother of Plaintiff Ryan Pink, Deceased and resides in Texas.
238. PINK, LANA, as Personal Representative of the Estate of RYAN CLARK PINK, Deceased; Plaintiff Lana Pink as Personal Representative of The Estate of Ryan Clark Pink, Deceased resides in Texas.

239. CARLA PLOTYCIA; Plaintiff Carla Ploytica is the mother of Casey Weyer and resides in Oregon.
240. MIKE PLOTYCIA; Plaintiff Mike Plotycia is the father of Casey Weyer and resides in Oregon.
241. PORTILLOS, RAYMOND; Plaintiff Raymond Portillos resides in California.
242. POWELL, JESSE MATTHEW; Plaintiff Jesse Matthew Powell resides in Washington.
243. PRATT, BRIAN; Plaintiff Brian Pratt resides in Washington.
244. QASIM, MARIAM; Plaintiff Mariam Qasim resides in New Jersey.
245. QUINTERO, SILAS M.; Plaintiff Silas Quintero resides in California.
246. RAWSON, DONALD; Plaintiff Donald Rawson is the adoptive father of Plaintiff Nicole Rawson and resides in Colorado.
247. RAWSON, SHARON; Plaintiff Sharon Rawson is the adoptive mother of Plaintiff Nicole Rawson and resides in Colorado.
248. RAWSON, DONALD, and RAWSON, SHARON on behalf of NICOLE RAWSON, A Minor Child; Plaintiffs Donald Rawson and Sharon Rawson on behalf of Nicole Rawson, A Minor Child who reside in Colorado.
249. REDMAN, MITCHELL E.; Plaintiff Mitchell E. Redman resides in Ohio.
250. REEDER, JEFFREY D.; Plaintiff Jeffrey D. Reeder resides in Florida.
251. RESNIKOFF, JAKE; Plaintiff Jake Resnikoff resides in California.
252. REYNA, NATASHA C.; Plaintiff Natasha C. Reyna resides in Texas.
253. RICUITTI, ANGELA; Plaintiff Angela ricuitti resides in Florida.
254. RICHARDS, PAUL WARREN; Plaintiff Paul Warren Richards resides in Washington.
255. RICHARDSON, SIRENA; Plaintiff Sirena Richardson resides in Florida.

256. RICHMAN, COLE ANTHONY; Plaintiff Cole Anthony Richman resides in California.
257. RILEY, SHARON FELDMAN; Plaintiff Sharon Feldman Riley resides in Indiana.
258. RODRIGUEZ (RUSSELL), MACKENZIE; Plaintiff Mackenzie Rodriguez resides in Illinois.
259. ROGERS, RANDALL; Plaintiff Randall Rogers resides in Florida.
260. ROHZEN, ASHLEY JANE; Plaintiff Ashley Jane Rohzen resides in California.
261. ROHZEN, DEBRA J.; Plaintiff Debra J. Rohzen is the biological mother of Plaintiff Ashley Jane Rohzen and resides in California.
262. ROHZEN, ERIC S.; Plaintiff Eric S. Rohzen is the biological father of Plaintiff Ashley Jane Rohzen and resides in California.
263. ROMERO, RICHARD; Plaintiff Richard Romero is the biological father of Plaintiff Irene Romero and resides in California.
264. ROMERO, IRENE; Plaintiff Irene Romero resides in California.
265. ROTHBARD, CHANDLER; Plaintiff Chandler Rothbard resides in Texas.
266. RUFINO, CHARLES A.; Plaintiff Charles A. Rufino resides in Florida.
267. RUKSHAN, JONNY UDDIN; Plaintiff Jonny Uddin Rukshan resides in Florida.
268. SALLEE, BENJAMIN; Plaintiff Benjamin Sallee resides in Texas.
269. SALLEE, DAVID, as Personal Representative of the Estate of LANA SALLEE, Deceased; Plaintiff David Sallee as Personal Representative of The Estate of Lana Sallee, Deceased was the biological mother of Plaintiff Benjamin Sallee and resides in Texas.
270. SALLEE, DAVID, Individually; Plaintiff David Sallee is the biological father of Plaintiff Benjamin David Sallee and resides in Texas.
271. SCHNUPP, TIMOTHY; Plaintiff Timothy Schnupp resides in Maryland.

272. SCOTT, BRENDA and SCOTT, ROBERT, as personal representatives of the Estate of JASON R. SCOTT, Deceased; Plaintiffs Brenda Scott and Robert Scott as Representatives of the Estate of Jason R. Scott, Deceased are the parents of Jason R. Scott and reside in Texas.
273. SCOTT, BRENDA, Individually; Plaintiff Brenda Scott resides in Texas.
274. SCOTT, ROBERT L., Individually; Plaintiff Robert L. Scott resides in Texas.
275. SELIK, NIKKI; Plaintiff Nikki Selik resides in Illinois.
276. SEQUEIRA, CORY; Plaintiff Cory Sequeira resides in Texas.
277. SHERMAN, DAVID; Plaintiff David Sherman is the father of Jaylen Sherman and resides in Arizona.
278. SHIFFLET, BRIER; Plaintiff Brier Shifflet resides in Maryland.
279. SHIFFLET, LESLEY; Plaintiff Lesley Shifflet resides in Maryland.
280. SHIFFLET, DREW; Plaintiff Drew Shifflet resides in Maryland.
281. SHULMISTER, REBECCA; Plaintiff Rebecca Shulmister resides in California.
282. SIEWRATTAN, JOGINDRA; Plaintiff Jogindra Siewrattan resides in Canada.
283. SJELIN, KENYON; Plaintiff Kenyon Sjelin resides in Virginia.
284. SJELIN, BARBARA; Plaintiff Barbara Sjelin resides in Virginia.
285. SJELIN, CHRIS; Plaintiff Chris Sjelin resides in Virginia.
286. SKINNER, JENNY; Plaintiff Jenny Skinner resides in California.
287. SKINNER, CAROL ANN; Plaintiff Carol Ann Skinner resides in California.
288. SMITH, JEFFREY SCOTT; Plaintiff Jeffrey Scott Smith resides in West Virginia.
289. SMITH, KYLE; Plaintiff Kyle Smith resides in Missouri.
290. SMITH, PATRICIA; Plaintiff Patricia Smith resides in Maryland.

291. SMITH, RONALD; Plaintiff Ronald Smith is the father of Kyle Smith and resides in Missouri.
292. SMITH, VICKIE; Plaintiff Vickie Smith is the mother of Kyle Smith and resides in Missouri.
293. SOLIS, IXCHEL; Plaintiff Ixchel Solis resides in California.
294. STARRETT, MICHELLE; Plaintiff Michelle Starrett resides in Ohio.
295. STEPP, SHAWN; Plaintiff Shawn Stepp resides in Ohio.
296. STEWART, LORIN; Plaintiff Lorin Stewart resides in Alaska.
297. STINEY, VICTORIA MERCEDES; Plaintiff Victoria Mercedes Stiney resides in California.
298. STONEBREAKER, JANNA NICOLE; Plaintiff Janna Nicole Stonebreaker resides in Arizona.
299. STURHAN, ERIC LEE; Plaintiff Eric Lee Sturhan resides in Texas.
300. SWENSON, KERRY D.; Plaintiff Kerry D. Swenson resides in California.
301. TANG, JEFFRY; Plaintiff Jeffry Tang resides in Virginia.
302. TARTER, ELIZABETH; Plaintiff Elizabeth Tarter resides in Florida.
303. TAVERAS, CATHERINE; Plaintiff Catherine Taveras is the mother of Christopher Taveras and resides in Florida.
304. TIMMONS, JR., EARL L.; Plaintiff Earl L. Timmons, Jr. is the biological father of Andrew Timmons and resides in Delaware.
305. TISEVICH, ROSS; Plaintiff Ross Tisevich resides in Nevada.
306. TOWLE, TAMMI LYNN; Plaintiff Tammi Lynn Towle resides in Colorado.
307. TRITT-MITCHELL, MELINDA; Plaintiff Melinda Tritt-Mitchell is the mother of Adam Paul Tritt and resides in California.
308. TUTHILL, MARTIE; Plaintiff Martie Tuthill is the biological mother of Kyle Tuthill and resides in Virginia.

309. TUTHILL, KYLE; Plaintiff Kyle Tuthill resides in Virginia.
310. VAN PELT, EDMUND; Plaintiff Edmund Van Pelt resides in Virginia.
311. VARGAS, SONIA on behalf of HALIE ENRIQUEZ, A Minor Child; Plaintiff Sonia Vargas on behalf of Plaintiff Halie Enriquez, a minor child and reside in Texas.
312. VARGAS, SONIA; Plaintiff Sonia Vargas is the biological mother of Plaintiff Halie Enriquez and resides in Texas.
313. VAUGHAN, KRYSTAL; Plaintiff Krystal Vaughan is the biological mother of Plaintiff Steven Harlan Baker and resides in California.
314. VENTURA, MATTHEW; Plaintiff Matthew Ventura resides in Washington.
315. VIEIRA, LIANE; Plaintiff Liane Vieira resides in California.
316. WAGNER, BARBARA; Plaintiff Barbara Wagner is the mother of Michael Wagner and resides in New Jersey.
317. WAGNER, JOE; Plaintiff Joe Wagner is the father of Michael Wagner and resides in New Jersey.
318. WAGNER, MICHAEL; Plaintiff Michael Wagner resides in New York.
319. WALMSLEY, RYAN; Plaintiff Ryan Walmsley resides in Kent, England.
320. WALMSLEY, JONATHAN; Plaintiff Jonathan Walmsley is the biological father of Plaintiff Ryan Walmsley and resides in California.
321. WALTER, SAMANTHA; Plaintiff Samantha Walter resides in Texas.
322. WARBASSE, TYRONE L.; Plaintiff Tyrone L. Warbasse resides in Nevada.
323. WASSAM, PASCAL; Plaintiff Pascal Wassam resides in California.
324. WASSAM, MONTSERRAT; Plaintiff Montserrat Wassam resides in California.
325. WEAVER, AARON; Plaintiff Aaron Weaver resides in Ohio.

326. WEAVER, ELIZABETH; Plaintiff Elizabeth Weaver resides in Florida.
327. WEAVER, ELIZABETH MARY; Plaintiff Elizabeth Mary Weaver resides in Florida.
328. WEBSTER, DRIELLE; Plaintiff Drielle Webster resides in Illinois.
329. WEDDERSPOON; Plaintiff Kyle A. Wedderspoon resides in New York.
330. WEDELL, BRAD; Plaintiff Brad Wedell resides in Colorado.
331. WEISS, M. ALEXANDER; Plaintiff Alexander M. Weiss resides in Florida.
332. WEISS, FRANK; Plaintiff Frank Weiss is the father of Alexander Weiss and resides in Florida.
333. WENZEL, ADAM; Plaintiff Adam Wenzel resides in Washington.
334. WEST, TAMMI; Plaintiff Tammi West resides in Washington, D.C.
335. WESTBROOK, CHAD; Plaintiff Chad Westbrook resides in California.
336. WEYER, CASEY; Plaintiff Casey Weyer resides in Oregon.
337. WHITCHURCH, JANEEN; Plaintiff Janeen Whitchurch is the biological mother of Plaintiff Kristen Michelle Whitchurch and resides in Minnesota.
338. WHITCHURCH, KRISTEN; Plaintiff Kristen Whitchurch resides in Minnesota.
339. WHITE, LINDSAY ANN; Plaintiff Lindsay Ann White resides in Virginia.
340. WHITE, LOGAN ALLEN; Plaintiff Logan Allen White resides in Oregon.
341. WILLS, RANDALL; Plaintiff Randall Wills is the biological father of Plaintiff Randall Ferdinand Wills and resides in Louisiana.
342. WILLS, ANA; Plaintiff Ana Wills is the biological mother of Plaintiff Randall Ferdinand Wills and resides in Louisiana.
343. WILLS, RANDALL FERDINAND; Plaintiff Randall Ferdinand Wills resides in Louisiana.

344. WITKIN, DENNY; Plaintiff Denny Witkin is the biological mother of Plaintiff Marc Witkin and resides in California.
345. WITKIN, MARC; Plaintiff Marc Witkin resides in California.
346. WOOD, GREG WILSON; Plaintiff Gregory Wilson Wood is the stepfather of Plaintiff Chase Wood and resides in Maryland.
347. WOOD, TAMMY M.; Plaintiff Tammy M. Wood is the biological mother of Plaintiff Chase Wood and resides in Texas.
348. WOODS, STEPHANIE; Plaintiff Stephanie Woods resides in Indiana.
349. WRIGHT, CAROL; Plaintiff Carol Wright is the biological mother of Plaintiff Elizabeth Anderson and resides in Nevada.
350. WRIGHT, JENNIFER NICOLE LEE; Plaintiff Jennifer Nicole Lee Wright resides in Virginia.
351. WYNER, ROSS; Plaintiff Ross Wyner resides in Florida;
352. YATES, CONOR. Plaintiff Conor Yates resides in New York;
353. ZEIGENBAIG, JAMES; Plaintiff James Zeigenbaig resides in Florida;
354. MERSCHDORF, PATRICK; Plaintiff Patrick Merschdorf resides in Utah;
355. SEELY, MARK; Plaintiff Mark Seely resides in Utah;
356. HEATH, JOHN; Plaintiff John Heath resides in Utah and is the father of Bradley Heath; and
357. HEATH, LORETTA; Plaintiff Loretta Heath resides in Utah and is the mother of Bradley Heath.

B. DEFENDANTS:

1. Defendant **World Wide Association of Specialty Programs and Schools, Inc. f/k/a World Wide Association of Specialty Programs and Schools, L.L.C.** (“WWASPS”), owned by Defendants Robert B. Lichfield, Brent M. Facer, and Ken Kay, all of whom are citizens of the

State of Utah, and one of several companies and partnerships used by Lichfield and Facer to promote and facilitate the scheme complained of herein. Defendant may be served process by serving its registered agent, Ken Kay, 1240 E. 100 S #9, St. George, Utah 84790.

2. Defendant **Robert B. Lichfield** a resident of Toquerville, Utah, and a principal in charge of the entire “WWASPS Enterprise¹.” This Defendant may be served at: 317 Lichfield Lane, Toquerville, Utah 84774.
3. Defendant **Ken Kay** of Utah, President of WWASPS; last administrator of Brightway Adolescent Hospital; Member / Manager of R&B Management Group, L.L.C. This Defendant may be served at: 611 West 110 South, St. George, Utah 84770.
4. Defendant **Cross Creek Center for Boys, L.L.C.** is a “WWASPS Enterprise” associated-in-fact residential school and is owned by Robert B. Lichfield, Brent Facer, and Recaf, Inc. The listed member of this entity, as filed with the Utah Secretary of State, is Karr Farnsworth, a citizen of the State of Utah. Defendant may be served process by serving its registered agent, J. Ralph Atkin, 240 E. 100 S #10, St. George, Utah 84790.
5. Defendant **Cross Creek Manor, L.L.C. d/b/a Cross Creek Program d/b/a Cross Creek Admissions** is a “WWASPS Enterprise” associated-in-fact residential school and is owned by Robert B. Lichfield, Brent Facer, and Recaf, Inc. The members of this entity, as filed with the Utah Secretary of State, are Karr Farnsworth and Kerry Gubler, both of whom are citizens of the State of Utah. Defendant may be served process by serving its registered agent, J. Ralph Atkin, 1240 E. 100 S #10, St. George, Utah 84790.

¹ Plaintiffs describe Defendants acting together as the “WWASPS Enterprise” is not to be confused with Defendant Worldwide Association of Specialty Programs, Inc. and later an L.L.C., referred to as WWASPS.

6. Defendant **Karr Farnsworth** of Utah (prior President/Trustee of WWASPS in 1998; ownership interest in Cross Creek in 1999). Defendant may be served process at 154 N 3920, Hurricane, Utah 84737.
7. Defendant **Teen Help, L.L.C. d/b/a Adolescent Services International Inc.**, which conducts advertising, marketing, solicitation, and admission for the “WWASPS Enterprise” schools, is one of several companies and partnerships used by Lichfield and Facer to promote and facilitate the scheme complained of herein and is 80% owned by Robert and Patricia Lichfield. The listed member of this entity, as filed with the Utah Secretary of State, is Timothy Brian Foye, a citizen of the State of Utah. Defendant may be served process by serving its registered agent, Jean Foye, 32 N. Mall Dr. Bldg RS, St. George, Utah 84790.
8. Defendant **Adolescent Services, Inc. a/k/a Adolescent Services International Transport** was a corporation organized under the laws of the State of Utah with its principal place of business located at 270 E. 855 S, Ivins, UT 84738. This Defendant may be served by serving its Registered Agent, Tim Waddoups at the business address, 270 E 855 S, Ivins, UT 84738.
9. Defendant **AMALFI Coast Investments, Ltd.** is a Limited Partnership organized under the laws of the State of Utah. The listed partner, as filed with the Utah Secretary of State, is RBL Management, L.L.C., an entity organized under the laws of the State of Utah and whose principal is a citizen of the State of Utah. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its owners: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790, or by serving its other Owner Brent Facer at his home address: 704 S. Anasazi Circle, Washington UT 84780-2013.

10. Defendant **BMF #1, Ltd.** was a Limited Partnership that was organized under the laws of the State of Utah. The partners of this entity are Brent M. Facer, Jillyn P. Facer, and Robert B. Lichfield, all of whom are citizens of the State of Utah, and BMF Management, L.L.C., an entity organized under the laws of the State of Utah and whose principals are citizens of the State of Utah. This Defendant may be served by serving its Registered Agent, Ralph Atkin at 390 Del Mar Drive, St. George, UT 84790.
11. Defendant **BMF #2, Ltd.,** was a Limited Partnership that was organized under the laws of the State of Utah. The listed partner, as filed with the Utah Secretary of State, is BMF Management, L.L.C., an entity organized under the laws of the State of Utah and whose principals are citizens of the State of Utah. This Defendant may be served by serving its Registered Agent, Brent M. Facer at 321 N. Mall Dr. Ste Q101, St. George, UT 84790.
12. Defendant **BMF, Inc.** was a trustee and/or owner of Teen Help, Inc. This Defendant may be served by serving its Owner Brent M. Facer at 321 N. Mall Dr. Ste. Q101, St. George, UT 84790.
13. Defendant **BMF Investments, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Brent M. Facer, Britta Facer, Corby Facer, Jillyn Facer, Riley Facer, and Mandi Robinson, all of whom are citizens of the State of Utah. This Defendant may be served by serving its Registered Agent: Brent M. Facer, 321 N. Mall Dr. Ste Q101, St . George, UT 84790.
14. Defendant **BMF Management, L.L.C.** is a Limited Liability Corporation organized under the laws of the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Brent M. Facer and Jillyn Facer, both of whom are citizens of the State of Utah. This

Defendant may be served by serving its Registered Agent: Wendy Oldroydk, at 321 N. Mall Dr., Ste Q101, St. George, UT 84790.

15. Defendant **Brent M. Facer** is an individual that resides in the State of Utah, is a principal in the “WWASPS Enterprise.” This Defendant may be served at:321 North Mall Drive, Suite Q101, St. George, Utah 84790.
16. Defendant **Brightway Adolescent Hospital** was located in LaVerkin, Utah and was an admissions hospital for the “WWASPS Enterprise,” which closed in March 1998. Ken Kay was a Director of, and the last administrator of Brightway Adolescent Hospital, and is a citizen of the State of Utah. This Defendant may be served by serving the Director: Ken Kay at 611 W 110 South Cir., St. George UT 84770.
17. Defendant **The Browning Schools, Inc. d/b/a Browning Distance Learning Academy** is a corporation organized under the laws of the State of Utah and is conducting its business from the State of Utah. This Defendant’s directors are Karr Farnsworth and Ken Kay and the owners are Robert Lichfield, Brent Facer, and Ken Kay. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its owners: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790, or by serving its other Owner Brent Facer at his home address: 704 S. Anasazi Circle, Washington UT 84780-2013.
18. Defendant **Browning Academy, Inc.** is a corporation organized under the laws of the State of Utah and is conducting its business from the State of Utah. The owners of this corporation are Robert Lichfield, Brent Facer, and Ken Kay. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its owners: Robert Lichfield at 317

Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790, or by serving its other Owner Brent Facer at his home address: 704 S. Anasazi Circle, Washington UT 84780-2013.

19. Defendant **Casa By The Sea** was a professional association organized under the laws of Mexico, but was conducting its business from the State of Utah. This Defendant had the following persons who managed or were in charge of the entity's regular place of business: Dace Robert Goulding, a Manager and Karr Farnsworth, the Director. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing a copy to its Director, Karr Farnsworth at 154 N. 3920 W., Hurricane, UT 84737 or Manager, Dace Goulding at 1640 Appalachian Hwy, Blue Ridge, GA 30513-4960.
20. Defendant **Company Support Services, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. The listed member of this entity, as filed with the Utah Secretary of State, is Robert W. Lichfield, manager of the entity and a citizen of the State of Utah. This Defendant may be served with process on its Registered Agent: Robert W. Lichfield, 50 S. State St., Ste A, LaVerkin UT 84745.
21. Defendant **Cross Creek Outsource Services** was a business located in the State of Utah, conducted business in the State of Utah, and was owned by Robert Lichfield (76%) and Brent Facer (24%). Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its owners: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790, or by serving its other Owner Brent Facer at his home address: 704 S. Anasazi Circle, Washington UT 84780-2013.

22. Defendant **Darrington Academy, Inc.** was a corporation organized under the laws of the State of Georgia and may be served with process on its Registered Agent: Juanita M. Twiggs, 7101 Waldan Crossing Dr., Canton, GA 30115.
23. Defendant **Dixie Contract Services, L.L.C.** was a Limited Liability Company organized under the laws of the State of Utah and which conducted its business within the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are AMALFI Coast Investments, Ltd., whose general partner is RBL Management, L.L.C., an entity organized under the laws of the State of Utah and whose principal is a citizen of the State of Utah; Lands End Holding Co., Ltd., whose general partner is BMF Management, L.L.C., an entity organized under the laws of the State of Utah and whose partners are citizens of the State of Utah; and Jean Schuler Foye, the manager of the entity and a citizen of the State of Utah. This Defendant may be served by serving its Registered Agent, Jean Foye at 1240 E. 100 S. #9, St. George, UT 84790.
24. Defendant **Dundee Ranch** was a business located in Costa Rica, but was conducting its business from the State of Utah, and owned by Robert Lichfield and Brent Facer, citizens of the State of Utah, and whom were persons who managed or were in charge of the entity's regular place of business. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its owners: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790, or by serving its other Owner Brent Facer at his home address: 704 S. Anasazi Circle, Washington UT 84780-2013.
25. Defendant **High Impact** was a business located in Baja, Mexico, but was conducting its business from the State of Utah. Dace Goulding and/or Defendant Robert Lichfield, citizens of Utah were actual and/or apparent agents of High Impact because, at all times relevant to this action, they held

themselves out as individuals authorized to act on behalf of High Impact and they were authorized to act, and did in fact act, on behalf of High Impact. There is also some evidence that Dace Goulding did in fact control or manage High Impact. By virtue of the agency relationship between High Impact, Dace Goulding, and/or Robert Lichfield. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by serving its Agent: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790, or Agent: Dace Goulding at 1640 Appalachian Hwy, Blue Ridge, GA 30513-4960.

26. Defendant **Lifelines Family Services, Inc.** is a corporation organized under the laws of the State of Utah, doing business as Teen Life Lines. This Defendant may be served upon its last known registered agent: Donnie Ray Musgrove, Jr., 61 N Main, St. George, Utah 84770.
27. Defendant **Majestic Ranch Academy, Inc.** is a corporation organized under the laws of the State of Utah and is a “WWASPS Enterprise” associated-in-fact residential school. Defendant may be served process by serving its registered agent, Donna Peart, 6450 N Manhead Road, Randolph, Utah 84060.
28. Defendant **Midwest Academy, L.L.C.** is a Limited Liability Company, organized under the laws of the State of Iowa, and is a “WWASPS Enterprise” associated-in-fact residential school. The owner of this entity, as filed with the Iowa Secretary of State, is Brian Viafanua, a citizen of the State of Utah. This Defendant may be served with process on its Registered Agent: Mark R. Adams, 4201 Westown Pkwy., Ste. 250, West Des Moines, IA 50266.
29. Defendant **Midwest Outsource Services, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. The listed member of this entity, as filed with the Utah Secretary of State, is Robert B. Lichfield, a citizen of the State of Utah. This Defendant may be served by

serving its Registered Agent: Business Kit Services, L.L.C., 390 Del Mar Dr., St. George, UT 84790.

30. Defendant **Morava Academy** was a business in Brno, Czech Republic, and a “WWASPS Enterprise” associated-in-fact residential school located in Brno, Czech Republic, which conducted its business in the State of Utah. J. Ralph Atkins, Steven Roach, and Glenda Roach were persons who managed or were in charge of the entity’s regular place of business. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing a copy to Manager J. Ralph Atkins, at 390 Del Mar Drive, St. George, UT 84790, or Manager Steven Roach or Manager Glenda Roach, at 5 Country Hills Rd., Montevallo, AL 35115-5457, or Karr Farnsworth, at 154 N 3920 W, Hurricane, UT 84737.
31. Defendant **National Contracting Services, Inc.** was a corporation organized under the laws of the State of Nevada and conducted its business in the State of Utah. This Defendant may be served with process on its Registered Agent: Corporate Services Group, L.L.C., 723 Casino Center Blvd., 2nd Fl., Las Vegas, NV 89101, and upon its officer, as filed with the Nevada Secretary of State: Edmund Campbell, 723 Casino Center Blvd., 2nd Fl., Las Vegas, NV 89101.
32. Defendant **Narvana Resources, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah, is owned by Robert Lichfield (76%), and conducts its business from the State of Utah. The listed member of this entity, as filed with the Utah Secretary of State, is Robert B. Lichfield, a citizen of the State of Utah. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its owners: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT

84790, or by serving its other Owner Brent Facer at his home address: 704 S. Anasazi Circle, Washington UT 84780-2013.

33. Defendant **Optimum Billing Services, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Derrick Esplin and Andrea Esplin, both of whom are citizens of the State of Utah. This Defendant may be served by serving its Registered Agent, Derrick Esplin, Optimum Billing Services, L.L.C., 50 S. State St., La Verkin UT 84745 on 02/24/2010.
34. Defendant **Pacific View Retreat** was a business and a "WWASPS Enterprise" associated-in-fact residential school located in Mexico, but conducted its business from the State of Utah. Upon information and belief, Robert Lichfield was an actual and/or apparent agent of Pacific View Retreat. By virtue of the agency relationship between Pacific View Retreat and Robert Lichfield and pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by serving its Agent: Robert Lichfield at 317 Lichfield Ln., Toquerville, UT 84774 or at 1240 E. 100 S. #9, St. George, UT 84790.
35. Defendant **Paradise Cove** was a business and a "WWASPS Enterprise" associated-in-fact residential school located in Western Samoa, but conducted its business from the State of Utah. Ruland Brian Vaifanua and Angela Joy Vaifanua managed and/or were in charge the entity's regular place of business. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by serving its Manager Ruland Brian Vaifanua or Manager Angela Vaifanua at 255 S. 1150 W., Hurricane, UT 84737-2441.
36. Defendant **Patricia E. Lichfield** is a individual residing in La Verkin, Utah. This Defendant may be served at: 2332 Ridge View Drive, Hurricane, Utah 84737.

37. Defendant **Peacox Enterprises, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Patricia P. Lichfield, Brent M. Facer, Donna J. Peart, and Dan C. Peart, all of whom are citizens of the State of Utah. Defendant may be served process by serving its registered agent, Dan C Peart, 6450 Manhead Rd., Randolph, Utah 84064.
38. Defendant **Premier Education, Inc.** was a corporation organized under the laws of the State of Utah, and was owned by Robert Lichfield and Brent Facer. This Defendant may be served with process on its Registered Agent: Stephen J. Bulpitt, 1223 W. 1320 N., Pleasant Grove, UT 84062.
39. Defendant **R & B Billing, L.L.C.** was a Limited Liability Company organized under the laws of the State of Utah, was initially owned by Robert Lichfield (78%) and Brent Facer (22%), and conducted its business in the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Corby Facer, Mandi Facer, and Jennifer Christensen, all of whom are citizens of the State of Utah. This Defendant may be served by serving its Registered Agent, Mandi K. Robinson at 1240 E. 100 S #10, St. George, UT 84790.
40. Defendant **R & B Management Group, L.L.C.** was a Limited Liability Company organized under the laws of the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Jill-Co., Inc., a Nevada corporation, Recaf, Inc., a Nevada corporation, and Ken Kay, manager of the entity and a citizen of the State of Utah. This Defendant may be served by serving its Registered Agent: Ken Kay at 1240 East 100 South # 9, St. George, UT 84790.
41. Defendant **RBL #1, Ltd.** was a Limited Partnership organized under the laws of the State of Utah and which conducted its business in the State of Utah. The partners of this entity are RBL Management, L.L.C., an entity organized under the laws of the State of Utah and whose principal

is a citizen of the State of Utah; Robert and Patricia Lichfield, both of whom are citizens of the State of Utah, as trustees of their successors in trust under the Lichfield Living Trust; and Robert and Patricia Lichfield, both of whom are citizens of the State of Utah, as trustees of their own trust. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its agents: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790.

42. Defendant **RBL #2, Ltd.** was a Limited Partnership organized under the laws of the State of Utah, was owned by Robert Lichfield and RBL Management, L.L.C., and conducted its business in the State of Utah. The listed partner for this entity, as filed with the Utah Secretary of State, is RBL Management, L.L.C., a Utah entity whose principal is a citizen of the State of Utah. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its agents: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790.
43. Defendant **RBL Management, L.L.C.** is a Limited Liability Company organized under the laws of the State of Utah. This listed member of this entity, as filed with the Utah Secretary of State, is Robert B. Lichfield, a citizen of the State of Utah. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its agents: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790.
44. Defendant **RBL, L.L.C. f/k/a RBL, Inc.** (Trustee / owner of Teen Help, Inc.) is a Limited Liability Company organized under the laws of the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Eula Roceil Low and William W. Low, both of whom

are citizens of the State of Utah. This Defendant may be served with process on its Registered Agent: Dennis Astill, 0533 S. 700 E., Ste. 103, Sandy, UT 84070.

45. Defendant **Red River Academy, L.L.C.** is a Limited Liability Company located at 2810 Hwy 71 South, LeCompte, Louisiana 71346. It is a “WWASPS Enterprise” residential school and was organized under the laws of the State of Louisiana. The members of this entity, as filed with the Louisiana Secretary of State, are Brent Hall, a citizen of the State of Louisiana, and Octwell, L.L.C., an entity organized under the laws of the State of Utah and whose principals, Robert and Linda Huddleston, are citizens of the State of Utah. This Defendant may be served with process on its Registered Agent: Brent Hall, 2810 Hwy. 71 South, LeCompte, Louisiana 71346.
46. Defendant **Red River Outsource Services, L.L.C.**, located in LaVerkin Utah, was 76% owned by Robert Lichfield and 34% owned by Brent Facer; had a service contract with Red River Academy; and is conducting its business from the State of Utah. The listed member of this entity, as filed with the Utah Secretary of State, is Robert B. Lichfield, manager of the entity and a citizen of the State of Utah. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing process to one of its general agent: Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774 or his other address: 1240 E. 100 S. #9, St. George UT 84790.
47. Defendant **Red Rock Academy** was a d/b/a of Narvin Lichfield, was organized under the laws of the State of Utah, was a “WWASPS Enterprise” residential school, and conducted its business in the State of Utah. This Defendant may be served with process on its Registered Agent: Morris Peacock, 63 S 300 E #100, St. George, UT 84770.
48. Defendant **Red Rock Springs, L.C.** was a Limited Liability Company organized under the laws of the State of Utah, was a “WWASPS Enterprise” residential school, and conducted its business

in the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Tim Waddoups and Narvin Lichfield, both of whom are citizens of the State of Utah. This Defendant may be served with process on its Registered Agent: Tim Waddoups, 151 W. Brigham Rd., #3, St. George, UT 84790.

49. Defendant **Robert Browning Lichfield Family Limited Partnership** is a Limited Partnership organized under the laws of the State of Utah, and conducting its business in the State of Utah, and is a “WWASPS Enterprise” company. The listed member of this entity, as filed with the Utah Secretary of State, is Robert B. Lichfield, a citizen of the State of Utah. Defendant may be served process by serving its registered agent, Patricia P. Lichfield, 1240 East 100 S #9, St. George, Utah 84790.
50. Defendant **Spring Creek Lodge, L.L.C. d/b/a Spring Creek Admissions** was a business operating in the State of Montana and was conducting business in the State of Utah. The members of this entity, as filed with the Utah Secretary of State, are Dan Peart and Donna Peart, both of whom are citizens of the State of Utah; Recaf, Inc., a Nevada corporation; and Jill-Co., Inc., a Nevada corporation. This Defendant may be served with process on its Registered Agent: J. Ralph Atkins, 1240 E. 100 S., #10, St. George, UT 84790.
51. Defendant **Sunrise Beach** was a business located in Punta Sam, Cancun, Mexico, was a “WWASPS Enterprise” residential school, and conducted its business in the State of Utah. Steven Roach and Glenda Roach were persons who managed or were in charge of the entity’s regular place of business. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by handing a copy to Manager Glenda Roach or Manager Steven Roach, at 5 Country Hills Rd., Montevallo, AL 35115-5457.

52. Defendant **Tranquility Bay** a d/b/a of The Caribbean Centre for Change, Ltd., was a “WWASPS Enterprise” residential school, located in Calabash Bay, Jamaica, but conducted its business in the State of Utah. It was owned by Robert Lichfield and Brent Facer, and managed by Jay Kay, all of whom are citizens of the State of Utah, and who managed or were in charge of the entity’s regular place of business. Pursuant to Utah Code Ann. §16-17-301(3), this Defendant may be served by serving one of its Owners, Robert Lichfield at 317 Lichfield Lane, Toquerville, UT 84774.
53. Defendant **Academy at Ivy Ridge, LLC f/k/a The Academy at Ivy Ridge, a New York Partnership** is a business organized under the laws of the State of New York and was a “WWASPS Enterprise” residential school. The members of this entity are believed to be Jason Finlinson, prior director of the entity and a citizen of the State of New York, Ann Morley, director of the entity and a citizen of the State of New York, Joseph Mitchell, a citizen of the State of New York, and Alyn Mitchell, a citizen of the State of New York. This Defendant may be served process by serving NYS Department of State, 41 State Street, Albany, NY 12231, who will mail process to 5428 State Hwy 37, Ogdensburg, NY 12669.
54. Defendant **Carolina Springs Academy** was a business organized under the laws of the State of South Carolina and was a “WWASPS Enterprise” residential school. This Defendant may be served with process by serving its Registered Agent: Elaine Davis, 42 Green Acres Lane, Donalds, SC 29638.
55. Defendant **Jill-Co., Inc.** was a corporation organized under the laws of the State of Nevada but which did business in the State of Utah. The original director of this entity was Jillyn Facer and it had partial ownership interests in companies such as Defendant R & B Management, L.L.C. This Defendant may be served with process on its Registered Agent: Richard S. Bentley, 7809 Brook

Valley Dr., Las Vegas, NV 89123 and service upon its president, Jeannette Seely, P.O. Box 285, 291 W. 500 N., LaVerkin, UT 84745 and its secretary and treasurer, Mandi Robinson, 1011 S. Red River Dr., Washington, UT 84780.

56. Defendant **Recaf, Inc.** was a corporation organized under the laws of the State of Nevada but which did business in the State of Utah. The original director of this entity was Patricia Lichfield and it had partial ownership interests in companies such as Defendant R & B Management, L.L.C. This Defendant may be served with process on its Registered Agent: INC4You.com, 701 N. Green Valley Pkwy., #200, Henderson, NV 89074, and service upon its President, Lucille Olsen, 2306 S. Pelican Pond Rd., Wellsville, UT 84339, and its Secretary and Treasurer, Cheri Atkin, 1240 E. 100 S #10, St. George, UT 84790.
57. Defendant **Cross Creek Academy, L.L.C.** is a business organized under the laws of the State of Utah and is a “WWASPS Enterprise” residential school. The listed member, as filed with the Utah Secretary of State, is Karr Farnsworth, a citizen of the State of Utah. This Defendant may be served with process on its Registered Agent: Business Kit Services, L.L.C., 390 Del Mar Dr., St. George, UT 84790.
58. Defendant **Sky View Academy, L.L.C.** was a business organized under the laws of the State of Nevada and was a “WWASPS Enterprise” residential school. The listed member of this entity, as filed with the Nevada Secretary of State, is Orval Hagerman, a citizen of the State of Montana. This Defendant may be served with process on its Registered Agent: INC4You.com, L.L.C., 701 N. Green Valley Pkwy., #200, Henderson, NV 89074.
59. Defendant **Teens In Crisis, L.L.C. f/k/a Teens In Crisis, Inc.** is a Limited Liability Corporation organized under the laws of the State of Utah and which was part of the “WWASPS Enterprise”

marketing arm. The listed member of this entity, as filed with the Utah Secretary of State, is Willard Jake Peart, a citizen of the State of Utah. This Defendant has answered and is before the Court.

II.

JURISDICTION

1. Plaintiffs incorporate by this reference, the paragraphs listed above in Section I. Parties, as though fully set forth below.
2. For each cause of action set forth in this Complaint, Plaintiffs invoke the jurisdiction of the Court under Utah Code Ann. 1953 §78A-5-102(1).

III.

VENUE

1. Some of the contracts or events that gave rise to a cause of action set forth in this Complaint occurred in Salt Lake County. Therefore, Venue is proper pursuant to Utah Code Ann. 1953 §78B-3-304(2) or 1953 §78B-3-307(1)(a).

IV.

FACTS AND NATURE OF ABUSE

1. Parent Plaintiffs entrusted their minor children to the control and direction of specific Defendants named herein. Parents sue such named Defendants, as well as the Defendants who acted jointly together to help carry out complained-of acts and omissions. Defendants jointly promoted, advertised, and marketed Defendants' residential boarding schools as a place where children with problems could get an education while receiving instruction and direction in behavior modification for

emotional growth and personal development. From the mid-1990's to mid-2000's, student Plaintiffs were placed in the care of at least one of these named schools.

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

3. The abuses suffered by each child and the schools they were attending at the time have been provided to the Defendants and will be made available again at any Defendant’s request either before or following their appearance herein.

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

5. Student Plaintiffs, minor children at all times in question, were subjected to physical abuse, emotional abuse, and sexual abuse at the various WWASPS facilities. Such abuses were inflicted on some children for several years. In many instances, the abuse could be accurately described as torture of children. Not all of the following described acts of child abuse were carried out on every child, but every student Plaintiff in this case was subjected to multiple forms of child abuse over extended periods of times and some for years. Abuses to which children were subjected include, but are not limited to:

- a. Placement in isolation for long periods of time, and at times, including being locked in small boxes and cages, and locked up in basements, and forced to assume distorted and painful physical positions for long periods of time;
- b. Unsanitary living conditions;
- c. Denial of adequate food;

- d. Denial of proper medical and dental care and treatment;
- e. Denial of an even minimally sufficient education;
- f. Exposure to extreme (hot and cold) temperatures for long periods of time;
- g. Forced physical exercise beyond their physical capacity;
- h. Kicked, beaten, thrown and slammed to the ground;
- i. Bound and tied by hands and/or feet;
- j. Chained and locked in dog cages;
- k. Forced to lie in, or wear, urine and feces as one method of punishment;
- l. Forced to clean and scrub toilets and floors with their toothbrush;
- m. Forced to sleep on cold concrete floors, boxspring, or plywood used as a bed with no bedding or linens or with just a tattered and torn sleeping bag;
- n. Forced to carry heavy bags of sand around their neck or logs throughout the day over many days;
- o. Forced to eat their own vomit;
- p. Sexual abuse, which included forced sexual relations and acts of fondling and masturbation performed on them;
- q. Emotional abuse by subjecting student Plaintiffs to near-total parental and societal isolation. Personal visits, correspondence, and telephone calls were either forbidden or discouraged;
- r. Because of the near-total isolation from the outside world and lack of education, many student Plaintiffs were totally unequipped to enter outside society;
- s. Forced to work many hours a day, at an age below the applicable minimum age requirements of the child labor laws of the jurisdictions in which the schools are located, and without compensation for shoveling manure, house construction, hauling, landscaping, kitchen work, farm work, and moving bricks;
- t. Threatened severe punishment, including death, if they told anyone of their abuses and poor living conditions;
- u. Confiscated and/or kept students' U.S. mail;

- v. Deprived from using the toilet, and as a result, urinated or defecated on themselves;
- w. Verbally abused by lying that their parents knew what was happening to them and were supportive of it all;
- x. Subjected to buddy system where older students were allowed to physically, mentally, and sexually abuse younger students and manage them as part of a “cleansing” process;
- y. Deprived of sleep;
- z. Forced to wear the same, unwashed clothes for weeks at a time;
- aa. Denied any religious affiliation, except for the Mormon faith;
- bb. Forced to eat raw or rotten food;
- cc. Poked and prodded with various objects while being strip searched;
- dd. Forced to write false confession letters to parents to justify being sent to the WWASPS school;

6. Student Plaintiffs repeatedly witnessed other children being kicked, hit, slammed, beaten, thrown to the ground, and humiliated by teachers, supervisors, and/or staff.

7. Defendants violated student Plaintiffs’ human rights when Defendants used isolation as a form of punishment.

8. Defendants often conspired with a parent or guardian to kidnap or take away by force the child from another parent with equal or superior custody.

9. Defendants conspired with parents to implement an “Exit Plan,” which had the effect of compelling the student to remain at the schools past the student’s 18th birthday, despite torture and inhumane conditions.

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

11. In addition to the foregoing facts, Plaintiffs incorporate by reference into this Complaint each of Plaintiffs' statement of facts, which statement of facts sets forth the specific circumstance and occurrences relating to transactions and treatment of Plaintiffs by the Defendants. By agreement, Plaintiffs' statement of facts are being provided to defense counsel.

V.

RELATIONSHIP OF DEFENDANTS

1. At all times relevant, the Defendants owned, operated, and/or acted as a single business enterprise, or joint venture and acted in concert of action with each and every other named entity Defendant. The facts and law in support of the claim of concert of action, single business enterprise, and joint venture are set out hereafter. In most instances, the allegations of facts set forth in various sections of this complaint, are supported by the documents, sworn statements, and deposition excerpts, summarized in Section XXII of this complaint.

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

Exhibit 3: Chaffin Pullan 04/23/2008 Deposition 13:22-25 (Robert Lichfield created Defendant WWASPS).

Exhibit 53: March 14, 2004 Declaration of Heidi Mock, former long-term employee of WWASPS paragraph 4 (Robert Lichfield was running the entire WWASP-affiliated conglomerate of companies and driving the decisions.

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

VI.

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

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

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

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

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

See the previously produced Plaintiff Students, and Plaintiff Parents' Individual Claim Sheets which are each incorporated herein, filed in this case on 12/17/2012 with Plaintiffs' Opposition to the World Wide Defendants' 12(b)(6) and 9(b) Motion to Dismiss.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 5 ¶ 20 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated "...no doubt that *parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children's program, but rather a massive business scam that takes advantage of desperate parents*", and Pg 2 ¶ 6 ("WWASP children's programs are run in a highly secretive manner and the '*education component*' is *fraudulent*, with no lecturing and no enrichment for children. The education at WWASP is anything but '*highly progressive*' as *misrepresented by WWASP and Teen Help*. Many of the children have notable disabilities or learning disorders, making it difficult, sometimes impossible, for them to learn in this manner," which she witnessed at the Cross Creek schools and Majestic Ranch Academy), and Pgs 5-6 ¶ 19 (stated "... *WWASP 'education' programs are a sham* by average American standards ...").

5. The behavior modification treatment modality, uniformly followed by the Enterprise schools.

Exhibit 4 Cameron Pullan 04/22/2008 Deposition
16:24-17:14

Q: ... Did all of these schools back then have some type of association, or what was their relationship between them?

A: Worldwide.

Q: What is Worldwide?

A: It was an association of services for the schools: policies, procedures, parent contact, contracts ... communication ... actual contracts ...provided marketing

23:2-6

Q: ...What does that association mean, or being a member? Would it subscribe to a particular type of model that applied to all of these schools?

A: Yes.

64:5-11

Q: ... as a member ... of WASP or Worldwide, all of these schools kind of ... had the same model of operation; is that correct?

A: Yeah...and I believe the models were the same, yes.

See previously produced Plaintiff Students, and Plaintiff Parents' Individual Claim Sheets which are each incorporated herein, filed in this case on 12/17/2012 with Plaintiffs' Opposition to the World Wide Defendants' 12(b)(6) and 9(b) Motion to Dismiss.

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

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 19 (“19. Although the parents would pay over \$2,000 a month per child, the principals in Utah would divert approximately 75 percent of the funds and leave only about \$500 per student to operate the entire on-site program (staffing, building, food, supplies, etc.”).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition
71:17-72:18

Q: Did you have a difficulty running Spring Creek at any time because of the money you were required to payout through these contracts? ...

A. Concerns on the amount of money coming out contractually, to make sure that we ... had the money and the means to take care of what we had there...

Q. To take care of the kids?

A. Yes.

Q. And what were your concerns? Did it seem like you didn't have enough money to take care of the kids because there was so much going to these companies?

A. Yes, at times... The contracts were always a concern ...

133:12-134:21

A... We had talked about separating from Worldwide ... prior...

Q. ... you were allowed to do that, so you took advantage of that?

A. We did....

Q. Did Robert Lichfield give you permission to withdraw?

A. ... Robert Lichfield or ... Ken Kay...

Q... were you allowed at that point to negotiate all those contracts?

A. No, we weren't given that opportunity.

145:1-5 (Director Pullan's afterthought is to provide more money to take care of the enrolled kids):

A... I would do some things differently, yes.

Q. Would you provide for more funds to take care of the kids?

A. Yes.

150:9-152:15 (Pullan was paid salary as Director and also quarterly dividends as owner of Defendant Spring Creek Lodge).

Exhibit 31 02/10/2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals (Monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa By The Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help/Jean Foye working with National Contracting Services/Blaine Larsen and using their computer because Larsen's office is next door to Teen Help).

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

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 4 ¶ 16. She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated: (“...*the majority of staff was not adequately trained, educated, or qualified to interact with the children...*”), and Pgs 5-6 ¶ 19 (“... The education program was overcrowded at Tranquility Bay, and *children with learning disorders and handicaps would have been effectively undereducated ... WWASP ‘education’ programs are a sham by average American standards...*”).

Exhibit 55 10/07/2002 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance... “*Bob Lichfield suggested that criteria be added to the daily scoring for students. An explanation for what staff members are looking for in student attitudes was suggested. It was decided that a list of certain Do’s and Don’ts will be beneficial to both staff and students*”).

Exhibit 54 WWASPS’s Monthly Tuition Sheet and Sallie Mae Loan Application (Tuition listed for Dundee Ranch, Academy of Ivy Ridge, Carolina Springs, Casa By The See, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, and Pacific View Retreat, with references for **paying tuition by taking out a mortgage or other loan, such as Sallie Mae, and mentioned Defendant Teen Help in the single WWASPS tuition flyer to parents; also has a Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at Browning Academy for a prospective parent, which shows that of all the schools, only Browning Academy was set up with a school code 3871 to obtain loans through Sallie Mae. Browning Academy was not a school at all.**

8. The principals of the Enterprise, as known to the Plaintiffs at this time, were and are

Robert Lichfield and Patricia Lichfield; and Brent Facer.

Exhibit 17 Kevin Richey 12/21/2005 Deposition (Mr. Richey was a prior Teen Help employee who stated that he believed that Robert Browning Lichfield told WWASPS what to do.)

19:2-21:19

*Q: Do you know if **Bob Lichfield had a relationship with Worldwide...?***

A. I believe he did ... he pretty much told Worldwide exactly what to do ...

Q: ... [did you] attend meetings where Mr. Lichfield was present?

A: Yes ...

Q: during those meetings ... what did Mr. Lichfield say...?

A: ... he introduced us to a new program called ... High Impact ... where kids who were not appropriate would be sent ...

Q: ... the admissions coordinators from Teen Help were present...?

A. All admissions coordinators from Teen Help, Cross Creek ... anybody who did admissions were there.

Q: Were you given any directions or instructions about how to market that program... at that meeting ... by Mr. Lichfield?

A: Basically all of them, yes...

Q: were you given requirements about how to market the various Worldwide programs?

A: Yes.

Q: Were those requirements written down or were they told to you by somebody...

A: Both.

Robert Lichfield was a principal as evidenced by in Section A entitled “Boarding Facilities and Schools” (which is found below) in Paragraph 20, showing a chart of owners of entities herein.

Patricia Lichfield was a principal as evidenced by **Exhibit 2** Robert Browning Lichfield
06/18/2009 Deposition
12:12-13:2

Q:...there was a group of you that profited; right?

A: Who had the potential to profit or may have profited, yeah.

Q: But you certainly profited more than anyone else; isn't that true?

*A: Not necessarily ... **my wife would have profited the same...that would probably be the majority, between the two of us.***

Q: You and your wife?

A: Yeah...

Patricia Lichfield was a principal as evidenced by in Section A entitled “Boarding Facilities and Schools” (which is found below) in Paragraph 20, showing a chart of owners of entities herein.

Brent Facer was a principal as evidenced by in Section A entitled “Boarding Facilities and Schools” (which is found below) in Paragraph 20, showing a chart of owners of entities herein.

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition. Stating Brent Facer was a major person who refined and inputted for the structure of the Cross Creek Program, which was the same for all schools, **49:16-50:5**:

*Q. How many steps did you have when you first started at Cross Creek, approximately?
... It may be a similar program, but you've refined it?*

A. Exactly.

Q. Who were the major people who had the input to refine and structure that program?

*A. As far as defining the program and writing and compiling -- maybe not writing it all, but compiling the policy and procedures that is given to each of the schools and programs as a blueprint, architect, I would say I was **probably the principal person, Brent Facer** assisted, and numerous other people."*

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 15:4-24 (Spring Creek Lodge paid WWASPS an association fee of \$75 per student per month, and **WWASPS gave a school model of how to run the school**).

Q: ... Did all of these schools back then have some type of association, or what was their relationship between them?

A: Worldwide.

Q: What is Worldwide?

A: It was an association of services for the schools: policies, procedures, parent contact, contracts ... communication ... actual contracts ...provided marketing"

23:2-6

Q: ...What does that association mean, or being a member? Would it subscribe to a particular type of model that applied to all of these schools?

A: Yes.

64:5-11

Q: ... as a member ... of WASP or Worldwide, all of these schools kind of ... had the same model of operation; is that correct?

A: Yeah...and I believe the models were the same, yes."

9. The fraudulent scheme was to enrich the Enterprise principals, at the cost of parents and with permanent injury to the children.

See the previously filed Parent Individual Claim Sheets which are each incorporated herein, filed with 12/17/2012 with Plaintiffs' Opposition to the World Wide Defendants' 12(b)(6) and 9(b) Motion to Dismiss.

See the previously filed Student Individual Claim Sheets which are each incorporated herein, filed on 12/17/2012 with Plaintiffs' Opposition to the World Wide Defendants' 12(b)(6) and 9(b) Motion to Dismiss.

10. This scheme was carried out in the following manner:

A.

BOARDING FACILITIES AND SCHOOLS

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

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

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

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

Exhibit 53 Heidi Mock 03/14/2004 Statement (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated **Pg 2 ¶ 6**: “*WWASP children’s programs are run in a highly secretive manner and the ‘education component’ is fraudulent, with no lecturing and no enrichment for children. The education at WWASP is anything but ‘highly progressive’ as misrepresented by WWASP and Teen Help. Many of the children have notable disabilities or learning disorders, making it difficult, sometimes impossible, for them to learn in this manner,*” which she witnessed at the Cross Creek schools and Majestic Ranch Academy. **And Pgs 5-6 ¶ 19**: “*... WWASP ‘education’ programs are a sham by average American standards ...*”).

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

See the Certificates and Licenses that were filed in this Court on 09/27/2012.

E.g., Exhibit 41 11/01/2004 Email from Ken Kay at WWASPS to Robert Lichfield, Brent Facer, and David Gilcrease regarding the State of Montana at Spring Creek Lodge after the suicide of a student, and the State wanting Spring Creek Lodge to become licensed.

6. Until it was closed, incoming students for the “WWASPS Enterprise” schools were initially sent to Brightway Adolescent Hospital, another WWASPS Enterprise entity, managed by the principals in the WWASPS Enterprise.

Exhibit 15 Lisa Irvin 12/01/2003 Deposition(Previous Teen Help employee) **28:11-13:**

A...At that time, most of the kids were going to an acute hospital first to have an evaluation done ...

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition **13:24-15:4:**

Q. Brightway ... you consulted?

A...I consulted with them...on their formation. I never worked at Brightway...

Q. ... What did you actually do in the formation of Brightway? ...

A ... I worked out ... a management agreement...with ...Utah Alcoholism Foundation ... where we would manage a psychiatric hospital for them, for adolescents.

Q. And who was the ‘we’? ...

A. Brent Facer was part ...

Q. The two of you?

A. Yeah.

Exhibit 15 Lisa Irvin, Previous Teen Help employee, 12/01/2003 Deposition, Ms. Irvin stated she believed that **only** Teen Help related companies referred to the Brightway Adolescent Hospital,

48:5-7:

Q: Were programs unrelated to Teen Help sending students to Brightway for evaluation?

A:... I do not believe so”

48:8-49:1: (Irvin states that Brightway was no longer marketed because:

A. ... I believe ... that insurance had stopped funding those types of programs for evaluation, and it became more less cost effective for us to be able to market that for the parent. It was costing the parent a lot of money.

7. Plaintiff Parents were told this was for an initial medical evaluation; however, little to no medical evaluation was ever done, and the children received no medical care while at the hospital.

See the previously filed Parent Individual Claim Sheets which are each incorporated herein, filed in this case on 12/17/2012 with Plaintiffs' Opposition to the World Wide Defendants' 12(b)(6) and 9(b) Motion to Dismiss.

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 28-31 (“28. Before the WWASP's BRIGHTWAY ADOLESCENT CENTER lost its accreditation and was under criminal investigation, I was one of the persons who sold WWASP programs and I was also trained and instructed to make sure that I wrote only ‘certain types’ of qualifications to ensure ... would approve the children in order to get all of whatever insurance benefits the children had. This was done with the specific intent to defraud the insurance companies and not because the children actually had the qualifying mental health symptoms ... 30. Upon information and belief, BRIGHTWAY ADOLESCENT HOSPITAL, was set up as an acute care facility but was, in reality, a mere holding tank to ensure that all insurance proceeds were used before the child was shipped off to Western Samoa at PARADISE COVE, the Czech Republic at MORA VA ACADEMY, or SUNRISE BEACH in Cancun, Mexico, all four of which are connected with the WWASP and ROBERT LICHFIELD and all four of which were closed. 31. BRIGHTWAY ADOLESCENT HOSPITAL was shut down after being investigated by the Utah Office of Attorney General and police”).

8. Brightway Adolescent Hospital was just another way for the “WWASPS Enterprise” to extract additional money from the parents and was intended to make it appear to the parents that it was a legitimate facility that would provide legitimate evaluations and medical care. It provided neither.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 5. She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated: “Brightway Adolescent Hospital closed in Utah after government investigation”).

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 28-31 (“28. Before the WWASP's BRIGHTWAY ADOLESCENT CENTER lost its accreditation and was under criminal investigation, I was one of the persons who sold WWASP programs and I was also trained and instructed to make sure that I wrote only ‘certain types’ of qualifications to ensure ... would approve the children in order to get all of whatever insurance benefits the children had. This was done with the specific intent to defraud the insurance companies and not because the children actually had the qualifying mental health symptoms ... 30. Upon information and belief, BRIGHTWAY ADOLESCENT HOSPITAL, was set up as an acute care facility but was, in reality, a mere holding tank to ensure that all insurance proceeds were used before the child was shipped off to Western Samoa at PARADISE COVE, the Czech Republic at MORA VA ACADEMY, or SUNRISE BEACH in Cancun, Mexico, all four of which are connected with the WWASP and

ROBERT LICHFIELD and all four of which were closed. 31. BRIGHTWAY ADOLESCENT HOSPITAL was shut down after being investigated by the Utah Office of Attorney General and police”).

9. In the early years of the WWASPS Enterprise, the named principals directly managed the boarding schools and treatment facilities identified in this Enterprise. The Board of Directors for WWASPS was Robert Lichfield, Ken Kay and Brent Facer.

Exhibit 7 Ken Kay 12/03/2003 Deposition **53:6-8:**

Q. Who was on the board of directors of WWASP?

A. Robert Lichfield, Brent Facer and myself”

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 114:21-115:10 (Trustees of WWASPS were Robert Browning Lichfield, Brent Facer and Ken Kay).

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

Exhibit 67 12/09/1998 WWASPS, Inc. Meeting Minutes (Karr Farnsworth, Robert Lichfield, Brent Facer, and J. Ralph Atkin in attendance, Farnsworth reported on Morava Academy closure “at the time of the raid by the State Police, in Czech ...” and *all students have been placed into other programs*. This shows that the leaders in WWASPS could assign and transfer students freely between schools).

Exhibit 112 08/28/2003 WWASPS Policy & Procedure Manual ¶ 10 evidencing that WWASPS set up policies for all the schools, that a confidentiality agreement was mandatory between staff, schools and even visitors at either of their schools: “*10. Confidentiality: It is to be understood that all communication is to be considered confidential. All information passing is to be considered on a ‘need-to-know’ basis only... 6. Confidentiality: Maintain visitor’s log - confidentiality agreement signed by visitors...*”.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 51:25-52:8 (Defendant Robert Lichfield had signatory authority for bank accounts of Defendant R&B Billing and many other companies).

Exhibit 47 03/09/2004 Email from Dwan Serrano to Robert Lichfield (Student Grievance Policy in the Manual - Lichfield controlled the manual contents, Serrano asks Lichfield how he wants “to make the extra thing for the student to sign”).

11. When “WWASPS Enterprise” schools, especially those located outside the United States, such as Dundee Ranch in Costa Rica, and in the U.S., such as Spring Creek, have had

abuse exposed or have come under scrutiny by local officials for their inhumane treatment of their residents, and the “WWASPS Enterprise” principals, or the owners and shareholders of that school could not satisfy the local officials, the Enterprise closed the school or simply opened a new facility in the same location or area or shipped the children to other WWASPS schools.

Exhibit 67 12/09/1998 WWASPS, Inc. Meeting Minutes (Karr Farnsworth, Robert Lichfield, Brent Facer, and J. Ralph Atkin in attendance, Farnsworth reported that Morava Academy closure ‘at the time of the raid by the State Police, in Czech ...’ *and that all students have been placed into other programs*).

12. In addition to outright ownership, the Enterprise principals in many instances found individuals, frequently their relatives and, in particular, relatives of Robert and Patricia Lichfield, to set up as “owners” of the schools.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition
146:9-150:19:

A: Jeannette Seely ...

Q...And we know she’s involved with Peacock and Spring Creek Lodge?

A. Yeah...Lucille was the manager for Recaf.

Q...she was everything for Recaf; president ... treasurer, secretary

Q. ... Jeannette was the manager I believe for Jill-Co? ...

A. Uh-huh ...

Q... Lucille ... was the last director before [Spring Creek Lodge] closed?

A. ...it’s possible ...

Q. ...after Cameron Pullan it was Patty Witt...?

A. Uh-huh ...

Q. And then Lucille Olsen ... became the acting director...?

A...maybe it was Lucille ...

Q... next sibling?

A. Is May Beth Finlinson ...

Q...and we know that she and her husband are involved in some of these companies; right?

A. Yeah.

Q. How are they involved?

A. Jason had worked at Casa by the Sea for a number of years and ... was a founder of Academy at Ivy Ridge

183:1-189:1:

Q: ...what are your children's names and where do they live and what do they do ... I'm trying to get at is how many of them are involved in any of this enterprise?

A. Roger Lichfield is my oldest ... he works with marketing ... Robert 'Robbie' works at Optimum Billing and Company Support Services, and that kind of stuff ... Both him and Roger just out of high school worked at – I think they both worked at even Spring creek for a couple of months ... Lyndee Lichfield... worked a few months ... at Carolina Springs ...

Exhibit 39 06/10/2004 Chaffin Pullan, Director of Spring Creek Lodge, Email to Robert Lichfield regarding Robert Browning Lichfield wanting the Pullan brothers to focus on Nevada, but Chaffin Pullan requested that he look at Indiana property and asks Robert Browning Lichfield to give his brother Cameron 20% shares in the Indiana property while giving up his own shares in Nevada to whomever Robert Lichfield chooses; Chaffin Pullan asks Lichfield to please not penalize his brother Cameron for his outspokenness.

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition
22:19-23:15:

Q. Who are the other owners of Peacock?

A. Brent Facer, initially Roger and Ivy Peart and Dan and Donna Peart. Roger and Ivy sold their interest, so now it's the four.

Q. How are you related to the Pearts?

A. In-laws...They're my in-laws ... My wife's ...

Q. Mother and father-in-law?

A. Yes, my wife's parents.

Q. That's Roger and Ivy?

A. Right.

Q. How are you related to Donna and Dan?

A. It's my wife's brother and sister-in-law...

30:9-36:5

Q.... Tranquility Bay in Jamaica. Who are the owners of that program?

A. Jay Kay ...

Q. Ivy Ridge, who is the owner of that program?

A. Jason Finlinson and Joe Mitchell...

Q. How do you know Jason Finlinson?

A. Jason is my brother-in-law.

Q. ...he's married to which of your sisters?

A. May Beth...

Q. Who is the owner now of Cross Creek? Is it just Karr Farnsworth?

A. I believe it's Karr Farnsworth and Kerry Gubler.

Q. How do you know Kerry Gubler?

A. ... lived in La Verkin, was the mayor of La Verkin, stake president there.

Q. How long have you known him? ...

A. ...16 years now...

Q. You are not related to him?

A. No.

Q. You talked about Donna and Dan Peart and the Majestic Ranch and that's owned by Donna and Dan and we talked about them. Spring Creek in Montana, Cameron Pullan is the director. Who owns that?

A. Cameron Pullan, Dan and Donna Peart, Janet Seeley and Lucille Olson.

Q. And Janet Seeley and Lucille Olson are your sisters?

A. Correct.

Q. How do you know Cameron Pullan?

A. He worked at Cross Creek. Not for me, but after I was there he worked at Cross Creek for a number of years. Talented person.

Q. So once you left Cross Creek in '90, on a day-to-day basis, then you're saying he worked there?

A. Right.

Q. But you were still the owner, still involved?

A. Yeah, right.

Q. Casa by the Sea, Dace Goulding, how do you know him?

A. His father was the principal at Hurricane High ...

Q. Who is the owner of Casa by the Sea, or who was the owner? ...Dace is the major owner there?

A. Right.

Q. Carolina Springs, Elaine Davis is the director. Who is the owner besides Narvin? ...

A. Yeah...Ron Cooly...Narvin got him to invest in Carolina Springs...

Q. Dundee Ranch, who were the owners there?

A. ...Narvin... It was a Costa Rican attorney... Corby Facer is Brent Facer's son.

Q. ...Mandy Facer?

A. Brent Facer's daughter...

Q. ...Patricia Lichfield?

A. ...my wife.

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 143:2-17 (Lucille Olsen, the sister of Defendant Robert Lichfield, and was a 10% shareholder of Defendant Spring Creek Lodge and voiced her concern that she was not being paid her dividends).

13. The Enterprise principals, the Lichfields and Facer, maintained control over the schools by providing purchase and operating funds and facilities to the purported owners in what were in many cases less than arm's length transactions.

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 21:7-13 (Defendant Browning Academy was the academic program for Cross Creek and Defendant Spring Creek Lodge).

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 23:21-24:4 (Pullan had to ask Robert Browning Lichfield for funds to fix building, to add a building, and things like that for the school).

Exhibit 47 03/09/2004 Email from Dwan Serrano to Robert Lichfield (Student Grievance Policy in the Manual - Lichfield controlled the manual contents, Serrano asks Lichfield how he wants "to make the extra thing for the student to sign").

Exhibit 62 02/06/2001 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, discussed goals for follow up visits, expectations, standards, visible staff attending seminars, team building, and assisting billing to improve collections and deal with problems).

Exhibit 63 06/26/2000 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, reported *all Programs are in compliance* and ongoing improvements, Kay reported all staff from R&B, Teen Help, and WWASPS were present at the last seminars, WWASPS will assist Billing improvements on collections and problems, payment for Jean Foye's wedding and dinner last month).

Exhibit 78 12/03/2003 Email from James Wall (PR) to Ken Kay (WWASPS) (stating that **Robert Lichfield is the decision maker for public relations of WWASPS**).

Exhibit 79 12/05/2003 Email String between Ken Kay and James Wall (PR) (WWASPS, Cross Creek, Casa By The Sea, and all Directors of other WWASPS schools work together as united front on the public relations issues).

Exhibit 81 12/16/2003 Email String between James Wall (PR) and Ken Kay (WWASPS) (Discussions of Kay working with Directors of schools regarding public relations, particularly Cross Creek and Casa By The Sea).

Exhibit 40 10/26/2004 Dwan Serrano Email to Robert Lichfield re: Spring Creek Lodge and Casa By The Sea. This was a recommendation for Spring Creek Lodge to drop 30-40 students after a student committed suicide, and a discussion about Casa By The Sea's employees' legal matters).

Exhibit 86 - January 30, 2004 Email from Ken Kay (WWASPS) to James Wall (PR) and Others shows: WWASPS discussion about strategy for public relations of Cross Creek and instructing David Gilcrease (who provides the seminars to WWASPS school parents and students) to give an interview.

Exhibit 87 - February 4, 2004 Email from James Wall (PR) to Ken Kay, President of WWASPS shows: statement that *“Ivy Ridge is one of seven schools associated with WWASPS in the United States”*; parents called WWASPS instead of Ivy Ridge regarding alleged abuse of her son at Ivy Ridge.

Exhibit 88 - February 12, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) shows: discussion of Cross Creek (Karr Farnsworth) and Casa By The Sea and public relations.

Exhibit 89 - February 11, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) shows: discussion that Kay as President of WWASPS oversees nine WWASPS schools, seven in the U.S. and two abroad; references to WWASPS-affiliated schools, WWASPS students, WWASPS reform schools, and WWASPS and its schools; discussion of Kay’s organization (WWASPS) suing a reporter for interfering with *“one of its school’s business”*; reference that a parent from Academy at Ivy Ridge called Kay directly about the above referenced reporter; reference that Casa By The Sea in Mexico is a WWASPS school.

Exhibit 90 - February 17, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) shows: discussion of Casa By The Sea, Academy of Ivy Ridge, and Wall getting a CD out so Kay can be covered with the boss (Plaintiffs believe this *“boss”* reference is a reference to Robert Lichfield).

Exhibit 91 - April 19, 2004 Email from Ken Kay (WWASPS) to James Wall (PR) shows: Kay discussing WWASPS and *“our member Schools”* and sending letter to 600 parents about the *“Programs and Schools that are affiliates of ours”*.

Exhibit 92 - May 4, 2004 Email from James Wall (PR) to Ken Kay (WWASPS) shows: discussion about a show in the United Kingdom about Casa By The Sea with the Directors of the different WWASPS Programs/Schools; Wall asking *“how many schools is WWASPS up to officially now?”*

Exhibit 93 - September 16, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) re: Casa By The Sea shows: coordination of united public relations of the Casa By The Sea and WWASPS.

Exhibit 94 - September 21, 2004 Email from James Wall (PR) to Ken Kay (WWASPS) shows: WWASPS’s public relations includes Spring Creek Lodge.

Exhibit 95 - October 8, 2004 Email from James Wall (PR) to Ken Kay (WWASPS) shows: Wall is telling Kay to send out press release on Spring Creek Lodge.

Exhibit 96 - October 18, 2004 Email String between Ken Kay (WWASPS) and James Wall (PR) shows: discussion of enrollment being down 400 since the Casa By The Sea incident and all schools and Admissions are slowing down; discussion that negative media barrage like the one after Dundee Ranch *“causes more than a mere dent in enrollments, which means lots of \$\$\$ lost for everyone involved, including billing companies, Teen Help, and other referral services,*

Premier, escort services, etc”; discussion that WWASPS’s budget got crashed \$30,000 per month for the 400 students lost by Casa By The Sea’s closing.

Exhibit 97 - October 20, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) shows: boilerplate press release to include admission: *“The World Wide Association of Specialty Programs & Schools (WWASPS) is an association of seven specialty boarding schools and treatment centers ...The aim of WWASPS and its members is...”*; Kay references Cross Creek Center for Boys, Cross Creek for Girls, and Tranquility Bay as WWASPS.

Exhibit 98 - October 19, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) shows: Kay working with Midwest Academy behind the scenes so Midwest does not appear connected to WWASPS; Kay working with Admissions people (Teen Help) on public relations efforts; united effort by WWASPS and Jason Finlinson (Academy at Ivy Ridge).

Exhibit 99 - November 9, 2004 Email from James Wall (PR) to Ken Kay (WWASPS) shows: reference to a WWASPS school as Academy of Ivy Ridge or Spring Creek Lodge.

Exhibit 100 - November 12, 2004 Email String between James Wall (PR) and Ken Kay, President of WWASPS, shows: Kay makes reference to *“our system as well as our member schools”* and extends an invitation for a visit to any of the WWASPS schools to Congressman Miller.

Exhibit 101 - November 12, 2004 Email String between Ken Kay (WWASPS) and James Wall (PR) shows: discussion to invite a Congressman to visit a WWASPS school; reference to the marketing group’s Intake Supervisors as Jean Foye for Teen Help, Jane Hawley for Lifelines, Jeni Salmi for Cross Creek Admission, Jake Peart for Teens in Crisis, Enid Brown for Parent Resources, Dina Dalton for Teen Soulutions, and Lisa Irvin for Help My Teen.

Exhibit 102 - November 12, 2004 Email from James Wall (PR) to the 6 Marketing Companies shows: discussion that Wall is PR for the World Wide group; instruction for marketers of Teen Help, Teens in Crisis, Lifelines, Cross Creek Admissions, Parent Resources, and Teen Soulutions to tell parent inquiries that Academy at Ivy Ridge is an option and that these marketers can speak to Ken Kay about it.

Exhibit 103 - November 29, 2004 Email String between Ken Kay (WWASPS) and James Wall (PR) shows: acknowledgment that Bob Lichfield is the who controls a meeting for PR strategy with WWASPS.

Exhibit 104 - November 29, 2004 Email String between James Wall (PR), Ken Kay (WWASPS), and Robert Lichfield shows: Lichfield and Facer are the decision makers on how much to pay for public relations for the schools with the closing of Casa By The Sea was mentioned to have put everyone in a bind.

Exhibit 105 - November 29, 2004 Email from Ken Kay, President of WWASPS, forwarding to someone else an email string from Jane Hawley with email at teenlifelines.com shows: WWASPS worked closely with the marketing companies and Cross Creek in addressing and reporting enrollment issues.

Exhibit 106 - November 30, 2004 Email from Ken Kay (WWASPS) to Ken Wall (PR) shows: Robert Lichfield calls the shots on meetings with PR hired by WWASPS.

Exhibit 107 - December 2, 2004 Email from Ken Kay (WWASPS) to James Wall (PR) and Others shows: Kay confirming that there are certain methods and principles used by related schools in “*our*” system.

Exhibit 108 - December 6, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) shows: Robert Lichfield, Brent Facer, and Ken Kay are the decision makers on when James Wall may talk to Attorney Fred Silvester (who is the attorney in this lawsuit for 17 named Defendants in this lawsuit: Teen Help, Patricia Lichfield, Amalfi Coast Investments, ASI, Inc., BMF Management, Browning Academy, Inc, Browning Schools, Cross Creek Outsource Services, Midwest Outsource Services, Optimum Billing, Peacox Enterprises, RBL #1, RBL Management, RBL Family Ltd. Partnership, RECAF, Inc., Red River Outsource Services, and Sky View Academy).

Exhibit 109 - December 22, 2004 Email from Ken Kay (WWASPS) to James Wall (PR) shows: discussion of WWASPS public relations for Spring Creek Lodge.

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

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition **30:14-31:24**: Robert Lichfield traveled to Spring Creek Lodge and made sure the WWASPS procedures and policies were followed, and he built and owned a cabin on the land that Defendant Spring Creek Lodge sat on, but **Spring Creek Lodge paid for the property taxes on Robert Lichfield’s vacation cabin, which was situated on 70 acres of Spring Creek Lodge’s total 150 acres of school property, which was rented, however the rent was not reduced for the vacation home either, and 22:6-14**: Believes that Robert Browning Lichfield ran every company, **and 24:1-8**: Further believes that Robert Lichfield ran every company because had to ask him directly for funds to fix buildings, to add a building, and those things for the school).

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition 21:23-22:25 (Spring Creek Lodge property owned by Peacox. Peacox is owned by Robert Browning Lichfield as a principal, and it is co-owned by Robert Browning Lichfield’s in-laws).

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 45:25-46:25 (the property where Carolina Springs Academy is housed was owned by the Robert Browning Lichfield Family Limited Partnership and then Carolina Honey was formed to purchase the property for his brother Narvin Lichfield for use as Carolina Springs Academy), **and 99:17-24** (Defendant Robert Lichfield was co-owner of the entity that first owned the land that was leased to Defendant Spring Creek Lodge), **and 101:21-102:7** (Browning Academy first owned the land that was leased to Defendant Spring Creek Lodge), **and 104:15-106:23** (the property where Spring Creek

Lodge was housed was owned 64-65% by Robert Lichfield and Patricia Lichfield, which leased it to Spring Creek Lodge).

Exhibit 9 Ken Kay 06/17/2009 Deposition. BMF Investments owned the property where WWASPS was located, and Brent Facer, **at 87:22-88:18:**

A: ... he's involved in BMF Investments.

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 25:9-27:13 (He purchased an interest in Spring Creek Lodge school from Robert Browning Lichfield), **and 45:13-53:4** (Robert Browning Lichfield handed him the Spring Creek Lodge interest sale papers and various contracts with other WWASPS Enterprise companies to sign).

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

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 25:9-27:13 (He purchased an interest in Spring Creek Lodge school from Robert Browning Lichfield), **and 45:13-53:4** (Robert Browning Lichfield handed him the Spring Creek Lodge interest sale papers and various contracts with other WWASPS Enterprise companies to sign).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 12:3-13:22 (Robert Browning Lichfield and Brent Facer also were related to or associated with Dundee Ranch, Tranquility Bay, Paradise Cove, Spring Creek, and Cross Creek).

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

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 22:6-14 and 24:1-15 (Robert Browning Lichfield ran every company because he would be asked for funds to fix building, and to add buildings for the schools. All money goes to companies that Robert Browning Lichfield is involved.).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition. All of the schools involved with WWASPS had the same policies, procedures, parent contacts, contracts, communication and marketing services, **at 16:24-17:14 :**

Q... And did all of these schools ... what was their relationship between them?

A. Worldwide ... It was an association of services for the schools: policies, procedures; parent contacts; contracts... they did provide the actual contracts... provided communication and such.

Q. What about marketing services?

A. In '96? ... Yeah, they were provided marketing...

66:7-21: Defendant Spring Creek Lodge is not allowed to pre-approve marketing materials that is done on its behalf,

12:3-13:22: Robert Browning Lichfield and Brent Facer also were related to or associated with Dundee Ranch, Tranquility Bay, Paradise Cove, Spring Creek, and Cross Creek.

Exhibit 47 03/09/2004 Email from Dwan Serrano to Robert Lichfield (Student Grievance Policy in the Manual - Lichfield controlled the manual contents, Serrano asks Lichfield how he wants “to make the extra thing for the student to sign”).

Exhibit 30 01/11/2004 Email from Robert Lichfield to Ken Kay, President of WWASPS, regarding preparation for Directors Meeting (Lichfield controlling the meeting with Directors of the different schools and information he is to receive: bring photos, number of early discharges since October, accountability meetings held, list of family reps, review of last two months of refunds and for Directors to be prepared to explain why; Lichfield instructs WWASPS office to email directive to Directors and to bring to meeting; Lichfield instructs how long meeting will be).

Exhibit 63 06/26/2000 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, reported *all Programs are in compliance and ongoing improvements*, Kay reported all staff from R&B, Teen Help, and WWASPS were present at the last seminars, WWASPS will assist Billing improvements on collections and problems, payment for Jean Foye’s wedding and dinner last month).

Exhibit 110 Business Card of Ken Kay, President of WWASP (lists WWASPS schools as: Carolina Springs Academy, Casa By The Sea, Cross Creek Academy, Cross Creek Center for Boys, Cross Creek Manor for Girls, Paradise Cover, Spring Creek Lodge, and Tranquility Bay).

17. It was permanently injurious to the children and was not approved by any scientifically accepted authorities in this country.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 152:8-16: (Jason Finlinson discussed the WWASPS school, Academy at Ivy Ridge’s **lawsuit settlement** with Defendant Robert Browning Lichfield).

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

Exhibit 30 01/11/2004 Email from Robert Lichfield to Ken Kay, President of WWASPS, regarding preparation for Directors Meeting (Lichfield controlling the meeting with Directors of the different schools and information he is to receive: bring photos, number of early discharges since October, accountability meetings held, list of family reps, review of last two months of refunds and for Directors to be prepared to explain why; Lichfield instructs WWASPS office to email directive to Directors and to bring to meeting; Lichfield instructs how long meeting will be).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schuller (now Foye), Manager of Teen Help LLC also present, discussion of **admit procedure** and Teen Help's trip to Casa By The Sea).

Exhibit 112 08/28/2003 WWASPS Policy & Procedure Manual ¶ 10 showing WWASPS set up the policies for all schools, confidentiality between staff, schools and even visitors to each school must fill out confidentiality form. (“*10. Confidentiality: It is to be understood that all communication is to be considered confidential. All information passing is to be considered on a ‘need-to-know’ basis only. It is essential that there be a safe, trusting environment created for all parties involved during decision making and policy changing processes by respecting that confidentiality*” ... 6. Confidentiality: Maintain visitor's log - confidentiality agreement signed by visitors [See Appendix] ...”).

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*).

Exhibit 57 04/05/2002 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance and discussed *budget, increased expenses/costs* for the Discovery, Focus, and PC mandatory seminars that parents/students attend).

Exhibit 77 07/15/2003 James Wall Confirmation Letter to Ken Kay (with Draft Recommendations, references “*WWASPS organization*”, “*WWASPS Programs*”, “*WWASPS parents and former students*”, “*WWASPS-affiliated schools*”, “*WWASPS’ system*”, “*WWASPS schools*”, “*WWASPS marketing materials*”, “*WWASPS-produced training and staff procedure manual*”, “*WWASPS policies*”, “*WWASPS-wide*”, “*WWASPS as Policing Body*”, “*WWASPS’ marketing communications*”, “*Currently, WWASPS marketing materials usually begin with parent testimonials*”, “*By actively disclosing more information ... WWASPS will diffuse the surprise shock that some parents and students feel when their children endure consistent punishment or fail to move up in the program*”, “*A large part of WWASPS marketing tactics involves word-of-mouth references. Those who referred another family receive one free month of tuition for their own teen ... WWASPS should take steps to make the candidacy of new students for the program a more objective, systemized process...*”, Wall working for WWASPS in public relations capacity on Spring Creek Lodge in Montana, “*Tranquility Bay in Jamaica [WWASPS affiliate]*”, and “*Cross Creek Manor in Utah [original WWASPS school]*”).

Exhibit 29 04/05/2004 Email from Jean Foye of Teen Help to Robert Lichfield (reports to Robert Browning Lichfield on the number of students enrolled and discharged and a total number

of students as 2399, with an email string going to many other people in supposed different organizations such as Academy of Ivy Ridge [Jason Finlinson], Jane Hawley [Lifelines Family Services], David Gilcrease [seminars], Dundee Ranch [Jake Peart], Brent Facer, and Ken Kay.).

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

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

Exhibit 4 Cameron Pullon 04/22/2008 Deposition 51:24-52:6: Contract companies provided items such as manuals, outlines, and consulting services.

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition **16:18-17:22:**

Q: as part of becoming a member of WASP, were there agreements that the director had to enter into?

A. Yes.,

Q: ... were they contracts for various services such as marketing, billing, educational curriculum, educational support? Were those type of agreements for services that had to be entered into as a member of WASP?

A: Yes. Everything except academics. We provided our own academics.

Q: And when a school became a member, it was required to enter into these agreements. Did the school get any ability to negotiate the terms of these agreements?...

A: No. We weren't allowed to negotiate those agreements

45:1-11: Even if parent came to school directly, the school still had to pay service fee to the various companies,

46:2-47:12: Spring Creek wanted to market itself but all board members told him Robert Browning Lichfield would not let that happen, and so they did not do so because although Robert Browning Lichfield did not have ownership of Spring Creek at the time, he had partnerships and other businesses with these family members and this would affect those businesses financially.

Exhibit 110 Business Card of Ken Kay, President of WWASP (lists WWASPS schools as: Carolina Springs Academy, Casa By The Sea, Cross Creek Academy, Cross Creek Center for Boys, Cross Creek Manor for Girls, Paradise Cover, Spring Creek Lodge, and Tranquility Bay).

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the website telling parents they will be called by a Representative from 3 agencies concerning inquiries, *order that representative should not tell parents in-house policies and procedures, e.g., first representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [run by son Roger Lichfield]).*

Exhibit 6 08/27/2003 WWASPS Article/Training: *What Family Reps Can do to Create and Maintain* (Provided to WWASPS Family Representatives, which spoke with the parents, and states “*Onboard Parents*” & Raving Fan Clients (shows what the Family Representatives, who were parent communicators, could say to parents, such as “*Student-Parent Phone Calls, Structure Before Hand, Monitor...*,” “*Encourage parents to attend seminars,*” “*Commitment Letters - Help parents understand the need for the letter and the urgency,*” “*We will only believe half of what they say about their parents if they will only believe half of what [sic] the say about us Opening letter in parent handbook,*” and “*Cake half baked may look good on top but doughy int eh middle – you take it out of the oven and it will fall. You wouldn’t think of buying a Clothes Washer that doesn’t complete all cycles.*”).

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*).

Exhibit 62 02/06/2001 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, discussed goals for follow up visits, expectations, standards, visible staff attending seminars, team building, and assisting billing to improve collections and deal with problems).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schulter (now Foye), Manager of Teen Help LLC also present, discussion of admit procedure and Teen Help’s trip to Casa By The Sea).

Exhibit 17 Kevin Richey (a previous Teen Help employee) 12/21/2005 Deposition 18:9-21 (“*Q: Did you have any involvement with ... the marketing brochures that were sent to parents? A: ...we did send brochures to most every parent who called ... Q: who put those brochures together? ... A: Bob Lichfield and Jean Foye*”).

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

ENTITY	OWNERSHIP
R&B Billing, LLC ²²	R. Lichfield - 78% B. Facer - 22%
RBL Management, LLC ³³	Robert Lichfield Patricia Lichfield
Horizon Outsource Services ⁴⁴	R. Lichfield - 76% B. Facer - 24%
Red River Outreach Services ⁵⁵	R. Lichfield - 76% B. Facer - 24%
National Contract Services ⁶⁶	R. Lichfield - 76% B. Facer - 24%
Narvana Outsource Services, LLC ⁷⁷	R. Lichfield - 76% B. Facer - 24%

² **Exhibit 14** Robert Browning Lichfield 12/04/2003 Deposition 20:12-14; and **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 18:6-13.

³ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 68:23-69:5.

⁴ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 165:25-167:14, 169:11-18, and 173:9-174:8 (Horizon Academy had original contract with Horizon Outsource Services, then National Contracting Services, who received the first month tuition, a processing fee, 20% of the revenue. Robert Browning Lichfield owned 76% and Facer owned 24%).

⁵ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 174:1-175:11, and 176:20-177:3.

⁶ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 165:25-167:14, 169:11-18, and 173:9-174:8 (Horizon Academy had original contract with Horizon Outsource Services, then National Contracting Services, who received the first month tuition, a processing fee, 20% of the revenue. Robert Browning Lichfield owned 76% and Facer owned 24%).

⁷ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 175:20-176:7.

ENTITY**OWNERSHIP****Cross Creek Outsource Services⁸⁸****R. Lichfield - 76%
B. Facer - 24%****Amalfi Coast, Ltd.⁹⁹****RBL Management, LLC
Lichfield Family Trust****RBL #1¹⁰¹⁰****R. Lichfield
Patricia Lichfield, Trustees
and
R. Lichfield
Patricia Lichfield****RBL #2¹¹¹¹****R. Lichfield,
Patricia Lichfield and
RBL Management, LLC**

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

Exhibit 24 R&B Management Group Corporate Minutes dated 04/30/1998 (“*Patricia Lichfield resigned as President [of R&B Management Group] in May 1997*”).

22. It is believed the Enterprise principals also received additional

⁸ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 158:16-163:13.

⁹ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 23:14-28:25, and 160:3-161:21 (Amalfi Coast was previously RBL # 1, Ltd.)

¹⁰ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 24:1-12 and 160:16-18 (RBL # 1, Ltd. is as of 2009 Amalfi Coast), and 25:24-26:1 (“*Q: RBL # 1, that stands for Robert Browning Lichfield # 1? A: Correct.*”).

¹¹ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 68:4-69:19 (Robert Browning Lichfield and Patricia Lichfield owns RBL #2, Ltd., and RBL Management LLC owns part of RBL #2, Ltd.); and **Exhibit 14** Robert Browning Lichfield 12/04/2003 Deposition 20:9-11 and 45:1-13.

income from their R&B Management contract with Brightway Adolescent Hospital.

23. Brightway was not a hospital at all, performed no clinical evaluations on the incoming children, and rendered no treatment to them.

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 28-31 (“28. Before the WWASP’s BRIGHTWAY ADOLESCENT CENTER lost its accreditation and was under criminal investigation, I was one of the persons who sold WWASP programs and I was also trained and instructed to make sure that I wrote only ‘certain types’ of qualifications to ensure ... would approve the children in order to get all of whatever insurance benefits the children had. This was done with the specific intent to defraud the insurance companies and not because the children actually had the qualifying mental health symptoms ... 30. Upon information and belief, BRIGHTWAY ADOLESCENT HOSPITAL, was set up as an acute care facility but was, in reality, a mere holding tank to ensure that all insurance proceeds were used before the child was shipped off to Western Samoa at PARADISE COVE, the Czech Republic at MORA VA ACADEMY, or SUNRISE BEACH in Cancun, Mexico, all four of which are connected with the WWASP and ROBERT LICHFIELD and all four of which were closed. 31. BRIGHTWAY ADOLESCENT HOSPITAL was shut down after being investigated by the Utah Office of Attorney General and police”).

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

Exhibit 24 R&B Management Group Corporate Minutes dated 04/30/1998 (“Ken Kay indicated that Brightway had closed and that there would be no further business for this company and that the business would be dissolved”).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 5. She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated: “Brightway Adolescent Hospital closed in Utah after government investigation”).

25. In the meeting minutes of R&B Management Group on January 7, 2000, Ken Kay was elected Manager of that company.

Exhibit 8 R&B Management Group Corporate Minutes dated 01/07/2000.

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **68:4-69:14**: RBL #2 owned by Robert Lichfield and Patricia Lichfield personally and RBL Management LLC members, RBL Management LLC's members are Robert and Patricia Lichfield.

27. R&B Billing, LLC was a collections firm for the “WWASPS Enterprise.” It was also owned 78% by Robert Lichfield and 22% by Brent Facer, directly or through entities they owned.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **18:6-19:7**: Robert Browning Lichfield 78% and Brent Facer 22% were owners of R&B Billing, LLC and money was taken out using the same formula for all schools by Defendant R&B Billing, **and 15:13-16:24** Spring Creek Lodge (and other schools) did not figure out the breakdown of deductions from the gross money collected from parents but rather money was handled in Utah and then wire-transferred to them the remainder to run the schools.

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 35:17-36:3: Defendant R & B Billing handled Spring Creek Lodge's billing and R & B Billing was associated with Defendant Bob Lichfield.

28. Plaintiff Parents' payments were sometimes sent to R&B Billing for accounting and deposit purposes.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 37:24-38:3: States that 3-4 people worked for R&B Billing, **and 38:8-39:2**: *Parents sent funds to R&B Billing for Spring Creek Lodge, a WWASPS school. There was nothing for R&B Billing to figure out with deductions because there was a chart, they took the gross, subtracted the deductions, and then the net was wire transferred either once a month or week to the school, Spring Creek Lodge, and 15:13-16:24*: Spring Creek Lodge (and other schools) did not figure out the breakdown of deductions from the gross money collected from parents but rather money was handled in Utah and then wire-transferred to them the remainder to run the schools, **and 97:7-14**: High Impact was organized as a company in Mexico, but R&B Billing handled its billing.

29. R&B Billing also authorized and issued “referral fees” to Teen Help for the students it referred into the “WWASPS Enterprise.”

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition **43:2-5**:

Q. What does Teen Help charge ... Carolina Springs, for those services?

A. Teen Help receives the processing fee, which is \$2,000 per student.”).

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **76:5-77:17**:

Q: ...I believe that Teen Help had people working for them who got commissions based among parents who entered into contracts and brought kids into the system?

A: Right.

Q: ... And Teen Help, although it was an initial admission fee of around per student that the parent paid, and that or most of it went to, for instance, Teen Help If that was the marketer?

A: I don't remember exactly initially what the contract ... was

Q: ... And then did that increase over time?

A: Uh huh.

Q: And that was paid out of the initial amount, the initial amount the parent paid, called an admission fee?

A: No. That was paid out of the contract [REDACTED] for services. Q: ... when a person, a parent, enrolled a child ... in addition to the monthly amount they had to pay, I believe by 2004.

A: Right.

Q: ... it was something like [REDACTED] per student?

A: It was [REDACTED] ... but I could be wrong.

Q: Somewhere in there?

A: Yeah ... The processing fee you're talking about? ... Right.

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 8:13-11:11 (Previous Teen Help employee confirms paid by amount of students sent to the WWASPS schools).

Exhibit 17 Kevin Richey 12/21/2005 Deposition 39:10-19 (Teen Help policy to pay referral fees. If parent had student in program and referred someone, then they received a free month's tuition).

30. Teen Help collected the enrollment papers from the parents and sent them to R&B

Billing, who assigned the students an identification number.

See previously filed Parent Individual Claim Sheets filed on 12/17/2012.

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

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

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

- a. \$2,500 processing fee for each new student.**

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 171:17-22:

*Q: ... per contract, Horizon Outsource Services receives the **initial process fee of approximately \$2,500** and the ... first month's amount paid per unit for \$3,200; right?*

A. Roughly.

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition **43:2-5:**

Q. What does Teen Help charge ... Carolina Springs, for those services?

*A. Teen Help receives the processing fee, which is **\$2,000 per student.***

- b. \$3,000 as first month's tuition for each new student.**

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **171:17-22:**

*Q: ... per contract, Horizon Outsource Services receives the initial process fee of approximately \$2,500 and the ... **first month's amount paid per unit for \$3,200;** right?*

A. Roughly...

and 165:25-167:14, 169:11-18, and 173:9-174:8: Horizon Academy had original contract with Horizon Outsource Services, then National Contracting Services, who received the first month tuition, a processing fee, 20% of the revenue. Robert Browning Lichfield owned 76% and Facer owned 24%.

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

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 19 (“19. ... Each person who enrolled a new child would receive cash or a tuition credit worth anywhere from approximately \$1,000 to \$3,000...”).

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition **42:13-19:**

Q. ... payments that WWASP would get for the \$75 per month per student, where does that come from?... Where does the WWASP get it? ...

A. I believe they get it from the programs, the individual schools' programs”),

and 43:11-15:

Q. ... R&B Billing itself, what does it charge to do this accounting for the schools?

A. ... I think it's like \$30 a student.

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 15:4-24 (Spring Creek Lodge paid WWASPS an association fee of **\$75 per student per month**, and WWASPS gave a school model of how to run the school).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 162:18-20 (**WWASPS gets paid \$75 per month** for every student enrolled).

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

Exhibit 29 04/05/2004 Email from Jean Foye of Teen Help to Robert Lichfield (reports to Robert Browning Lichfield on the number of students enrolled and discharged and a total number of students as 2399, with an email string going to many other people in supposed different organizations such as Academy of Ivy Ridge [Jason Finlinson], Jane Hawley [Lifelines].

Exhibit 31 02/10/2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals (Monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa By The Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help/Jean Foye working with National Contracting Services/Blaine Larsen and using their computer because Larsen’s office is next door to Teen Help).

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **136:18-137:7:**

Q. ... approximately 2.9 million income? ... Consulting fees, \$ 118,500 ... Did you consult with WWASPS?

A. Uh-huh.

Q. ... were you paid for your consulting? ... Or was some company that you're

A. ...Adolescent Programming Consulting ...

Q. So was Adolescent Program Consulting your company... directly or indirectly?

A. It's a company Brent Facer and I owned.

Exhibit 46 02/12/2004 Email from Ken Kay, President of WWASPS, to Robert Lichfield and Brent Facer (Memo on Budget Concerns of 02/03/04, Kay states *he will do as directed by Lichfield and Facer* and that he will not direct Mandi to enter the corp minutes from the last Board meeting *until Lichfield and Facer tell him to do so*, discussed accounts receivables from Spring Creek Lodge, Carolina Springs, Cross Creek Programs, Tranquility Bay, and Ivy Ridge; National Contract Services lending the Programs funds for WWASPS to collect on the aged receivables, *find legal method of transferring funds to WWASPS from R & B Billing*, seminars for parents/students would be reimbursed in a “*private deal*” with Robert Lichfield and David Gilcrease, Lichfield paid for seminar expenses out of WWASPSs budget, spent money to evacuate Dundee Ranch, and on visits to Dundee Ranch, Casa By The Sea, Carolina Springs Academy, Midwest Academy, and Ivy Ridge, Kay asks Lichfield and Facer for a raise, Kay directing Glenda to film “The Source Training Video” so the Programs/Schools can save money for staff training, Kay brought computer from Teen Help 4 years ago for him to use at WWASPS, Kay cut printing cost on The Source (magazine for promotion of schools), and *Kay says he will do as Lichfield and Facer coaches* regarding Glenda who is a Parent Coordinator and will go to work with David Gilcrease with seminars).

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition 17:15-20 (Robert Browning Lichfield on WWASPS Board of Directors).

Exhibit 60 06/15/2001 Meeting Minutes of Teen Help (Robert Lichfield, General Partner of RBL #2, Brent Facer, General Partner of BMF #2, Ltd., and Jean Foye, Manager of Teen Help, LLC in attendance, reported admissions increased 40% a month, internet and mail advertising substantially increased, and voted to merge with Adolescent Services International).

35. The Lichfields and Facer also owned Adolescent Programming Consulting.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **136:18-137:7:**

Q. ... approximately 2.9 million income? ... Consulting fees, \$ 118,500 ... Did you consult with WWASPS?

A. Uh-huh.

Q. ... were you paid for your consulting? ... Or was some company that you're

A. ...Adolescent Programming Consulting ...

Q. ...was Adolescent Program Consulting your company... directly or indirectly?

A. It's a company Brent Facer and I owned.

36. By this method of skimming off the first monies paid by parents, inadequate funds remained to operate the schools.

Exhibit 4 Cameron Pullan 04/22/2008 Deposition **71:17-20, and 74:13-18:** The school did not have enough money to run and take care of the kids because he was required to pay money out because of the contractual agreements with all the other companies that Robert Browning Lichfield had him sign, which he could not opt out of, **and 133:12-134:21:** In 2006, either Robert Browning Lichfield or Ken Kay allowed Spring Creek to withdraw from WWASPS membership, but they could not renegotiate the contracts with all the companies, **and 145:3-5:** Director Pullan's afterthought is to provide more money to take care of the enrolled kids.

Exhibit 49 Amberly Knight 07/07/2003 Affidavit ¶ 19-20 (“19. Although the parents would pay over \$2,000 a month per child, the principals in Utah would divert approximately 75 percent of the funds and leave only about \$500 per student to operate the entire on-site program (staffing, building, food, supplies, etc. 20. The parents were completely unaware of how their money was being utilized by the principals and how little was going toward the care of the children.”).

Exhibit 31 02/10/2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals (Monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa By The Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help/Jean Foye working with National Contracting Services/Blaine Larsen and using their computer because Larsen’s office is next door to Teen Help).

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

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 4 ¶ 16 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “the majority of staff was not adequately trained, educated, or qualified to interact with the children...”).

Exhibit 59 08/28/2001 WWASPS, Inc. Meeting Minutes (Robert Lichfield, Brent Facer, and Ken Kay in attendance, reported Carolina Springs Academy Education program making great improvements, discussed goals to set next directors meeting and reinforcing all program directors using solid principles, *and goal made to have properly trained personnel*).

Exhibit 55 10/07/2002 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance... *“Bob Lichfield suggested that criteria be added to the daily scoring for students. An explanation for what staff members are looking for in student attitudes was suggested. It was decided that a list of certain Do’s and Don’ts will be beneficial to both staff and students”*).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 2 ¶ 6. She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated: *“WWASP children’s programs are run in a highly secretive manner and the ‘education component’ is fraudulent, with no lecturing and no enrichment for children. The education at WWASP is anything but ‘highly progressive’ as misrepresented by WWASP and Teen Help. Many of the children have notable disabilities or learning disorders, making it difficult, sometimes impossible, for them to learn in this manner”* which she witnessed at the Cross Creek schools and Majestic Ranch Academy), and Pgs 5-6 ¶ 19 (*“...WWASP ‘education’ programs are a sham by average American standards...”*).

Exhibit 49 Amberly Knight 07/07/2003 Affidavit ¶ 3, 12, 14-15 and 18 (*“3 ... worked as the Director at the Academy at Dundee Ranch Costa Rica during the year 2002. Dundee Ranch Academy is one of the World Wide Association of Specialty Programs [WWASP]... was employed by WWASP from February 2002 to August 2002 ... 12. ... families of the children are misled by WWASP and its marketing arm, TEEN HELP, and told that the education of the children is ‘extremely progressive,’ when the education is just the opposite. Parents are unaware that the NASCU is paid by the WWASP to accredit its programs ... 14. None of the staff (including me) were trained to work with children with disabilities or the at-risk youth that populate the WWASP programs ...15... children often did not have basic needs met, such as soap, toilet paper. water for bathing. clean drinking water, sanitary eating facilities, basic medical needs, and a meaningful and real education program; children were routinely punished with calorie reduction and excessive exercising; the children's rooms were severely over-crowded with 15 children in a small room; the visiting doctor expressed disgust at the conditions at the site ... 18 ... the lack of minimal sanitation and medical care.”*).

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 24-25 (*“24... observed that the buildings at Cross Creek Manor were unreasonably sparse and the mattresses the girls slept on were sunken and could not support the girls when they slept., Many of the bed frames were ratty and had holes in the headboards. 25 ... due to overcrowding, the girls forced to sleep on bare mattresses on the floor ...”*).

38. In addition to the mandatory services contracts the Enterprise principals imposed on each school, in many cases, the schools were also required to pay rent on the school properties

to the Lichfields and Facer through the various companies and partnerships these Defendants controlled.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 23:14-25 (Spring Creek Lodge property), and **102:17-103:25**.

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 30:14-31:24 (Spring Creek Lodge property).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 19:17-21 (Original owners of Spring Creek were Defendants Recaf and Majestic Ranch).

39. For example:

SCHOOL PROPERTY

OWNERS

Cross Creek Manor

RBL #1 - a/k/a Amalfi Coast, Ltd. (owned by the Lichfields)¹²¹²

BMF #1 (owned by B. Facer) and through X entity, also owned or controlled by Lichfield and Facer (Others may have had partial ownership)¹³¹³

Dundee Ranch, now Pillars of Hope, Costa Rica

R. Lichfield directly or through an entity¹⁴¹⁴

Carolina Springs

Carolina Honey, owned by the Lichfield Family¹⁵¹⁵

¹² **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 23:14-26:16, and 159:1-160:13; and **Exhibit 4** Cameron Pullan 04/22/2008 Deposition 21:19-21 (owned by Robert Browning Lichfield).

¹³ **Exhibit 14** Robert Browning Lichfield 12/04/2003 Deposition 15:14-23; **Exhibit 69** 09/18/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, Robert Lichfield, and Brent Facer in attendance, discussion of Morava Academy and Casa By The Sea, and Farnsworth is no longer splitting time with Cross Creek); **Exhibit 4** Cameron Pullan 04/22/2008 Deposition 8:18-22 (Brent Facer and Bob Lichfield own Cross Creek).

¹⁴ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 177:4-179:12 (Lichfield has an agreement for this school, but the property is now owned by a Costa Rican entity).

¹⁵ **Exhibit 2** Robert Browning Lichfield 06/18/2009 Deposition 46:2-21.

40. The Enterprise principals further enriched themselves by requiring each school to utilize the services of Premier Education Services.

Exhibit 9 Ken Kay 06/17/2009 Deposition 69:16-74:3 (Premier Educational Systems was to provide a curriculum education; claims no relationship between WWASPS and Premier Educational Systems, but the principals were the same for both companies, and those same principals came up with the idea of Premier Educational Systems and started the company ... *but soon decided that since the same 3 principals on WWASPS were creating Premier Educational Systems, that it would not be a good for business to have Ken Kay's name on Premier Educational Systems, so they removed him*).

41. The Enterprise principals were the primary owners of Premier Education Services during the later years of the operation of the WWASPS Enterprise.

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition

18:9-19:24:

Q. ... as I understand it, that's the name of WASP now, is Premiere.

A. No.

Q. ... Explain to me the difference between those two.

A. WASP is an association that you belong to. Not all the schools have come up underneath the WASP organization ... some of the schools that came in later ... in the company were Premiere programs, and they were not part of WASP. They do not pay an association fee to WASP.

Q. But they pay an association fee now to Premiere.

A. They pay - not association fee. They pay a percentage of the contract to them, to Premiere ...

Q. who is the head of Premiere?

A ... that's confusing at times ... at a directors' meeting, I asked for clarity for that, and no one would give me clarity...

Q. Well, who else do you think was involved at any other time?

A. Robert Lichfield.

Q... To be a member of Premiere, were there similar requirements as the schools that were members of WASP as far as having to agree to particular contracts for a certain percentage of the school's income going to this company?

A. No.

Q. And did you see the contracts personally that were entered into with Premiere?

A. Yes.

Q. Did they look to be similar to the ones that were required as members of WASP?

A. Yes

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 165:25-167:14, 169:11-18, and 173:9-182:25 (Horizon Academy had original contract with Horizon Outsource Services, then National Contracting Services, who received the first month tuition, a processing fee, 20% of the revenue. Robert Browning Lichfield owned 76% and Facer owned 24%. Red River Academy had contract with Red River Outreach services same as Horizon, Carolina Springs had contract with Narvana Outsource LLC same as Horizon, Pillars of Hope in Costa Rica had a contract with the same set up as Horizon, Midwest Academy had the same income set up as Horizon).

Exhibit 31 02/10/2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals (Monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa By The Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help/Jean Foye working with National Contracting Services/Blaine Larsen and using their computer because Larsen's office is next door to Teen Help).

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

Exhibit 4 Cameron Pullan 04/22/2008 Deposition **23:19-24:1**: He answered to Robert Browning Lichfield on money, program outlines, policies and budget issues at the Spring Creek Lodge school), **and 12:3-13:22**: Robert Browning Lichfield and Brent Facer also were related to or associated with Dundee Ranch, Tranquility Bay, Paradise Cove, Spring Creek, and Cross Creek).

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 73:1-74:25 (Teen Help was primary marketing vehicle then some key people asked Robert Browning Lichfield if they could form own admission companies. Then formed company as LLC or corporation, signed contract

both with school and National Contract Services, and schools paid contract services to National Contract Services who paid the admission companies.)

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 165:25-167:14, 169:11-18, and 173:9-182:25 (Horizon Academy had original contract with Horizon Outsource Services, then National Contracting Services, who received the first month tuition, a processing fee, 20% of the revenue. Robert Browning Lichfield owned 76% and Facer owned 24%. Red River Academy had contract with Red River Outreach services same as Horizon, Carolina Springs had contract with Narvana Outsource LLC same as Horizon, Pillars of Hope in Costa Rica had a contract with the same set up as Horizon, Midwest Academy had the same income set up as Horizon).

45. Forty to fifty percent of tuition was funded by institutional loans, and most of that money was paid to another entity owned by Lichfields and Facer, called Browning Academy, who in turn processed the money to another Lichfield and Facer company, such as National Contracting or one of their other "contract services" companies.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition
252:10-12:

A:...the schools at times had as many as 40, 50 percent of their student's parents had gotten loans through educational loans..

97:21-98:4:

Q. How did Blaine Larson get his job at National Contract Services?... was that your decision to hire him there?

A. Uh-huh.

Q. And he was the head of that?

A. Right.

Q. And he answered to you?

A. Pretty much, yeah

Exhibit 38 09/13/2004 Email from Robert Lichfield to Blaine Larsen, manager of National Contracting Services with instruction by Robert Browning Lichfield to move \$10,000 from a National Contracting Services' bank account into a Sky View Academy bank account).

Exhibit 54 WWASPS's Monthly Tuition Sheet and Sallie Mae Loan Application (Tuition listed for Dundee Ranch, Academy of Ivy Ridge, Carolina Springs, Casa By The See, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, and Pacific View Retreat, with references for **paying tuition by taking out a mortgage or other loan, such as Sallie Mae, and mentioned Defendant Teen Help in the single WWASPS tuition flyer to parents; also has a Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at Browning Academy for a prospective parent, which shows that of all the schools, only Browning Academy was set up with a school code 3871 to obtain loans through Sallie Mae. Browning Academy was not a school at all.**

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 165:25-167:14, 169:11-18, and 173:9-182:25 (Horizon Academy had original contract with Horizon Outsource Services, then National Contracting Services, who received the first month tuition, a processing fee, 20% of the revenue. Robert Browning Lichfield owned 76% and Facer owned 24%. Red River Academy had contract with Red River Outreach services same as Horizon, Carolina Springs had contract with Narvana Outsource LLC same as Horizon, Pillars of Hope in Costa Rica had a contract with the same set up as Horizon, Midwest Academy had the same income set up as Horizon).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 12:3-13:22 (Robert Browning Lichfield and Brent Facer also were related to or associated with Dundee Ranch, Tranquility Bay, Paradise Cove, Spring Creek, and Cross Creek).

Exhibit 68 10/01/1998 Dixie Contract Services, LLC Meeting Minutes (with Waiver of Notice, Robert Lichfield, General Partner of RBL #1, Ltd, Brent Facer, General Partner of BMF #1, Ltd. in attendance Jean Schulter (now Foye), Manager of Dixie Contract Services also present; members unanimously approved \$300,000 distribution).

Exhibit 54 WWASPS's Monthly Tuition Sheet and Sallie Mae Loan Application (Tuition listed for Dundee Ranch, Academy of Ivy Ridge, Carolina Springs, Casa By The See, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, and Pacific View Retreat, with references for **paying tuition by taking out a mortgage or other loan, such as Sallie Mae, and mentioned Defendant Teen Help in the single WWASPS tuition flyer to parents; also has a Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at Browning Academy for a prospective parent,**

which shows that of all the schools, only *Browning Academy* was set up with a school code 3871 to obtain loans through Sallie Mae. *Browning Academy* was not a school at all).

Exhibit 31 02/10/2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals (Monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa By The Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help/Jean Foye working with National Contracting Services/Blaine Larsen and using their computer because Larsen's office is next door to Teen Help).

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

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 19-20 (“19. *Although the parents would pay over \$2,000 a month per child, the principals in Utah would divert approximately 75 percent of the funds and leave only about \$500 per student to operate the entire on-site program staffing, building, food, supplies, etc.* 20. *The parents were completely unaware of how their money was being utilized by the principals and how little was going toward the care of the children*”).

Exhibit 31 02/10/2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals (Monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa By The Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help/Jean Foye working with National Contracting Services/Blaine Larsen and using their computer because Larsen's office is next door to Teen Help).

48. Defendant Enterprise principals Robert Lichfield and Brent Facer were also

partners of Defendant Dixie Contract Services, another WWASPS Enterprise entity that provided services to the Enterprise with payment to Lichfields and Facer or to another of the entities they owned.

Exhibit 64 02/01/1999 Meeting Minutes of Dixie Contract Services LLC (with Waiver of Notice Robert Lichfield, General Partner of RBL #1, Ltd, and Brent Facer, General Partner of BMF #1, Ltd. in attendance Jean Schulter [Foye], Manager also present, *members approved a one-million dollar (\$1,000,000) distribution to members during first half of 1999*).

Exhibit 65 03/18/1999 Meeting Minutes of Dixie Contract Services, LLC (with Waiver Robert Lichfield, General Partner of RBL #1, Ltd, and Brent Facer, General Partner of BMF #1, Ltd. in Jean Schulter [Foye], Manager of Dixie Contract Services also present; reports that services provided by Dixie Contract Services have been transported to a Nevada Company.)

Exhibit 68 10/01/1998 Dixie Contract Services, LLC Meeting Minutes (with Waiver of Notice, Robert Lichfield, General Partner of RBL #1, Ltd, Brent Facer, General Partner of BMF #1, Ltd. in attendance Jean Schulter (now Foye), Manager of Dixie Contract Services also present; members unanimously approved \$300,000 distribution).

49. The minutes of a meeting of the members of Dixie Contract on March 19, 1998

indicate Robert Lichfield was serving as President and Brent Facer was serving as Secretary/Treasurer.

Exhibit 71 Dixie Contract Services 03/19/1998 Corporate Minutes (with Waiver of Notice, Robert Lichfield for RBL #1, Ltd and Brent Facer for BMF #1, Ltd. in attendance, Lichfield was elected President and Facer was elected Secretary-Treasurer).

B.

WWASPS ENTERPRISE MARKETING SCHEME

1. Most of the boarding schools have had short lives. Because of their failure to comply with their respective state and country licensing and regulatory laws, because of abuse and mistreatment of children, and because the Enterprise principals drained excessive funds off the top (there was often not enough money to continue the operation), the boarding schools were frequently closed.

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

Exhibit 53 Heidi Mock 03/14/2004 Statement ¶ 7 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “...I am aware that **Robert Lichfield is trying desperately to assert that High Impact in Mexico was not a ‘WWASP-affiliated’ children’s program, I was personally asked to travel to High Impact by WWASP president, Ken Kay and I did so in the summer of 2001.**”), and ¶ 5 (“**High Impact closed after a Mexican police raid.... Morava Academy in the Czech Republic closed after a police raid.**”).

Exhibit 69 09/18/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, Robert Lichfield, and Brent Facer in attendance, discussion of Morava Academy and Casa By The Sea, and Farnsworth is no longer splitting time with Cross Creek).

Exhibit 67 12/09/1998 WWASPS, Inc. Meeting Minutes (Karr Farnsworth, Robert Lichfield, Brent Facer, and J. Ralph Atkin in attendance, Farnsworth reported on Morava Academy closure “**at the time of the raid by the State Police, in Czech ...**” and all students have been placed into other programs).

Exhibit 59 08/28/2001 WWASPS, Inc. Meeting Minutes (Robert Lichfield, Brent Facer, and Ken Kay in attendance, reported Carolina Springs Academy Education program making great improvements, discussed goals to set next directors meeting and reinforcing all program directors using solid principles); and Exhibit 110 Business Card of Ken Kay, President of WWASP (lists WWASPS schools as: Carolina Springs Academy, Casa By The Sea, Cross Creek Academy, Cross Creek Center for Boys, Cross Creek Manor for Girls, Paradise Cover, Spring Creek Lodge, and Tranquility Bay).

Exhibit 110 Business Card of Ken Kay, President of WWASP (lists WWASPS schools as: Carolina Springs Academy, Casa By The Sea, Cross Creek Academy, Cross Creek Center for Boys, Cross Creek Manor for Girls, Paradise Cover, Spring Creek Lodge, and Tranquility Bay).

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

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 44:5-45:16 (Previous *Teen Help* employee confirms that Sunrise Beach in Cancun, Mexico, was marketed until it was discovered that the paperwork for the children living there was not correct, then the children were sent back to other WWASPS programs in the United States, mostly to the Cross Creek school or Spring Creek Lodge school).

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition. Regarding Dundee Ranch and Casa By The Sea kids, **54:4-55:3**:

A. I know several schools took kids, students, from those schools ... that were closing...

Exhibit 67 12/09/1998 WWASPS, Inc. Meeting Minutes (Karr Farnsworth, Robert Lichfield, Brent Facer, and J. Ralph Atkin in attendance, Farnsworth reported on *Morava Academy closure* 'at the time of the raid by the State Police, in Czech ...' and all students have been placed into other programs).

Exhibit 69 09/18/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, Robert Lichfield, and Brent Facer in attendance, discussion of Morava Academy and Casa By The Sea, and Farnsworth is no longer splitting time with Cross Creek).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 3 ¶ 14 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated "At WWASP children's programs, it is common to traffic children from one program to another and to traffic abusive staff from one program to another ... **to avoid government investigations**").

4. In order to maintain and enlarge their self-enrichment scheme, the Enterprise principals, between 1995 and 2007, were continually creating new boarding schools to handle

children coming out of schools that had been shut down, and to enlarge the student population and thus their own enrichment.

Exhibit 4 Cameron Pullan 04/22/2008 Deposition **32:4-12:**

Q: Did you ... get advice as to ... how to set up the business?

A. Yes.

Q: Who advised you?

A. Bob Lichfield.

Q. Do you know what his experience was, why he would be giving you advice how to set up the business?

A. No.

Exhibit 62 02/06/2001 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, discussed goals for follow up visits, expectations, standards, visible staff attending seminars, team building, and assisting billing to improve collections and deal with problems).

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 28 and 30 (“28. *Before the WWASP’s BRIGHTWAY ADOLESCENT CENTER lost its accreditation and was under criminal investigation... I was also trained and instructed to make sure that I wrote only ‘certain types’ of qualifications to ensure ... others would approve the children in order to get all of whatever insurance benefits the children had. This was done with the specific intent to defraud the insurance companies and not because the children actually had the qualifying mental health symptoms... 30. Upon information and belief, BRIGHTWAY ADOLESCENT HOSPITAL, was set up as an acute care facility but was, in reality, a mere holding tank to ensure that all insurance proceeds were used before the child was shipped off to Western Samoa at PARADISE COVE, the Czech Republic at MORAVA ACADEMY, or SUNRISE BEACH in Cancun, Mexico, all four of which are connected with the WWASP and ROBERT LICHFIELD...*”).

Exhibit 63 06/26/2000 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, reported *all Programs are in compliance and ongoing improvements*, Kay reported all staff from R&B, Teen Help, and WWASPS were present at the last seminars, WWASPS will assist Billing improvements on collections and problems, payment for Jean Foye’s wedding and dinner last month).

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the site telling parents they will be called by a Representative from 3 agencies concerning inquiries,

order that representative should not tell parents in-house policies and procedures, e.g., first representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield]).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition 55:5-71:7 (WWASPS schools were Dundee Ranch Academy, Carolina Springs Academy, Academy at Ivy Ridge, Cross Creek entities, Horizon Academy, maybe Royal Gorge, Majestic Ranch Academy, Tranquility Bay, Casa by The Sea, High Impact, Paradise Cove, Morava Academy in the Czech Republic, Sky View Academy, Midwest Academy and Red River Academy).

Exhibit 70 05/21/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, President, Robert Lichfield, Brent Facer, and J. Ralph Atkins, Trustees, in attendance, noting agreements with Paradise Cove, Tranquility Bay, Morava Academy, Cross Creek Manor, and Spring Creek Lodge, reports that each school is growing and looks forward to spending more time at each program and their facilities).

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

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 51:10-19: **Was aware of the abuse and neglect allegations at other WWASPS schools through Director’s Meetings, television and news.**

Exhibit 55 10/07/2002 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, Lichfield announced *he wanted* new survey done, Ken Kay reported on Directors’ chat program and how to strategically divide directors to be involved and ... “*Bob Lichfield suggested that criteria be added to the daily scoring for students. An explanation for what staff members are looking for in student attitudes was suggested. It was decided that a list of certain Do’s and Don’ts will be beneficial to both staff and students*”. Lichfield discussed adding daily score for students with a list of do’s and don’ts for staff and students at each school).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 3 ¶ 13 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated when Paradise Cove school closed, Brian Viafanua was sent to Cross Creek school, and then again in 2003), and Pg 3 ¶ 14 (“*At WWASP children’s programs, it is common to traffic children from one program to another and to traffic abusive staff from one program to another ... to avoid government investigations.*”).

6. For example:

- a. **Dace Goulding moved from Paradise Cove to Casa by the Sea;**

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 95:23-96:1.

- b. **Narvin (brother of Robert) Lichfield moved from Carolina Springs to Dundee Ranch;**

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition 4:13-17.

- c. **Jade Robinson moved from Horizon Academy to Bell Academy to Morava Academy in the Czech Republic;**

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 224:17-21.

- d. **Jay Kay (son of Ken Kay) transferred from Brightway Adolescent Hospital to Tranquility Bay;**

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 222:21-223:7.

- e. **Roger Hinton was at Brightway then transferred to Tranquility Bay, then to Royal Gorge, and then to jail;**

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 223:8-224:8:

Q. And according ...the articles on Tranquility Bay, it was Randal Hinton who had sprayed the student repeatedly each day for a period of days or weeks. So Randall Hinton worked at Tranquility Bay?

A. I believe he did ...

Q. And then he went from there to jail and then what's he doing now?

A. I have no idea.

Q. What education or training or other qualifications did Randall Hinton have for being the director of a school like Royal Gorge?

A. You know, he had some experience. I ... think he may have worked at Brightway, too. I'm not sure.

Q. So he might have been working at Brightway, it closed, then Tranquility Bay, then Royal Gorge?

A. ... *I think he started a school, too, in Puerto Rico or somewhere.*

Q. *After Royal Gorge or before?*

A. *I think before.*

f. Brian Viafanua was a Director at Paradise Cove, then at Cross Creek, and then was at Midwest Academy.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 3 ¶ 13 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated when Paradise Cove school closed, Brian Viafanua was sent to Cross Creek school, and then again in 2003).

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

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 3 ¶ 13 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated when Paradise Cove school closed, Brian Viafanua was sent to Cross Creek school, and then again in 2003).

Exhibit 67 12/09/1998 WWASPS, Inc. Meeting Minutes (Karr Farnsworth, Robert Lichfield, Brent Facer, and J. Ralph Atkin in attendance, Farnsworth reported on Morava Academy closure '*at the time of the raid by the State Police, in Czech ...*' and all students have been placed into other programs, Atkin thanked Farnsworth for time spent to get students and parents returned to USA).

Exhibit 69 09/18/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, Robert Lichfield, and Brent Facer in attendance, discussion of Morava Academy and Casa By The Sea, and Farnsworth is no longer splitting time with Cross Creek).

Exhibit 9 Ken Kay 06/17/2009 Deposition 118:7-23 (Kids were transferred between WWASPS Schools, and sometimes for discipline and/or punishment).

Exhibit 51 Amberlyn Knight 08/27/2003 Declaration ¶ 7-8 ("*7. The movement of employees, mentioned above, from one WWASP program to another, and of children from one WWASP program to another, is a pattern engaged in by the WWASP organization. For example, the young girl mentioned above was raped and her skull was cracked at Dundee Ranch by another employee (who was a 'graduate' of CROSS CREEK in Utah). The girl's condition hidden for several days by Assistant Director KENNETH WILSON. Although Mr. Wilson was purportedly 'fired' by WWASP program, Dundee Ranch, he was actually moved to CAROLINA SPRINGS*

ACADEMY (Carolina Springs), another WWASP program. 8. In turn, after NARVIN LICHFIELD was arrested in Costa Rica for his actions pertaining to children at Dundee Ranch, he was banned from entry onto the premises of Carolina Springs.”)

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 3 ¶ 14 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “At WWASP children’s programs, it is common to traffic children from one program to another and to traffic abusive staff from one program to another ... **to avoid government investigations**”).

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

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 40 and 43: “40. For example, in one email that I received from ATTORNEY J. RALPH ATKIN, on behalf of NARVIN LICHFIELD and the WWASP organization, it was stated that, ‘**Letters to the Ministry or to individuals that are none [sic] supportive of Dundee and Mr. Lichfield, places you in a very dangerous position.**’ The letter is clear that, according to WWASP, I am to ‘**Find solutions to perceived problems by working directly with Mr. Lichfield.**’ (See email. dated April 22, 2003, as ATTACHMENT "A"). (Emphasis added.)” **and 43:** “43. Once the WWASP principal, NARVIN LICHFIELD. was arrested and jailed in Costa Rica in May 2003 for his inhumane treatment of American children...”

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **224:12-16:**

Q. And Dundee Ranch...that was your brother Narvin's project; correct?

A. Correct,

70:15-20: ASI was another marketing company that Teen Help purchased and Narvin Lichfield owned:

A: ... ASI that Narvin did... and then Teen Help purchased ASI ...

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

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the site

telling parents they will be called by a Representative from 3 agencies concerning inquiries, *order that representative should not tell parents in-house policies and procedures, e.g., first representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield]).*

Exhibit 60 06/15/2001 Meeting Minutes of Teen Help (Robert Lichfield, General Partner of RBL #2, Brent Facer, General Partner of BMF #2, Ltd., and Jean Foye, Manager of Teen Help, LLC in attendance, reported admissions increased 40%/month, internet and mail advertising substantially increased, and voted to merge with Adolescent Services International).

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

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

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition **37:25-38:19:**

Q: ... who do you remember telling you that in the marketing company?

A. ... you know, one of those companies that were down there. They're all in the central location around St. George, Utah.

Q: In fact, they're on the same street, aren't they, if you look at their addressees? A: There's a whole bunch of different office buildings, and these office buildings are separate office buildings down the street that you drive down, yes.

Q: ... There are companies, almost all of which have some relationship to Robert Lichfield, in one small block or across the street; is that correct? ...

A: Yes.

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (“*The editor from UPI Said that he will be running an article that Houlahan is doing. There are a couple of last things to do to try to influence the editor. Each program needs to contact 40-50 parents and ask them to email the editor and ask them to support your programs ... This has to be done today*”).

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the site

telling parents they will be called by a Representative from 3 agencies concerning inquiries, *order that representative should not tell parents in-house policies and procedures, e.g., first representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield].*

Exhibit 43 11/05/2004 Executive Meeting Notes with Robert Lichfield, Brent Facer, Ken Kay of WWASPS, Jean Foye of Teen Help, Roger Lichfield, and Directors of Midwest Academy, Cross Creek Programs, Tranquility Bay, Casa By The Sea, Majestic Ranch, Academy of Ivy Ridge, Carolina Springs Academy, and Spring Creek Lodge (Deny, Deny, Deny, what to say to parents that contact the WWASPS Enterprise and affiliates, and were told to do and say as follows: “... *deny statements, not credible, not accurate, wrong, not true, I would disagree with that, no basis*”).

Exhibit 83 01/22/2004 Email String between James Wall (PR) and Ken Kay (WWASPS) (WWASPS had direct access to and relationship with Psychiatrist Marcel Chappuis (in private practice who provided medical services to students at Cross Creek, Casa By The Sea, Tranquility Bay, and Spring Creek Lodge and who had been Director of Psychology at Brightway Hospital from 1992 to 1997), and discussion that WWASPS, Wall, and Chappuis united in preparation for public relations).

Exhibit 84 Post-2001 Resume of Marcel Chappuis (Supporting facts for **Exhibit 83**).

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

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition **12:17-13:15:**

A. I then started working with development of Teen Help.

Q. So about 1990?

A. I don't recall exact dates, but that sounds about right.

Q. Who was involved in Teen Help with you at that time?

A. My brother Narvin and myself.

Q. And Teen Help was started out. In the first few years, what was its role? What did it do?

A. It was a marketing enrollment agency.

Q. Does it do the same functions today?

A. *Pretty much, yeah.*

Q. *It is a referral source, it tries to find parents who need to perhaps enroll their children in a program?*

A. *Right.*

Q. *How long were you working directly with Teen Help?*

A. *Well, I didn't do -- Narvin ran the day-to-day operations and so I was involved more in formation and consulting. I was still involved with Cross Creek at that point as an owner, but wasn't involved in the day-to-day management.*

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 38:2-12 (Robert Browning Lichfield was associated with marketing companies Teen Help, Teens in Crisis and My Teens).

Exhibit 74 11/21/1995 Meeting Minutes of Teen Help, Inc. (Robert Lichfield was elected President, Facer Vice-President, and Patricia Lichfield Secretary-Treasurer).

Exhibit 72 02/20/1997 Meeting Minutes of Teen Help, Inc. (Robert Lichfield, Patricia Lichfield, and Brent Facer were Directors of the corporation and in attendance, decision/approval to dissolve the corporation and establish an LLC).

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 67:10-69:5 (Owned by RBL #2, Ltd., which was Robert and Patricia Lichfield had 80% and BMF corporation [Brent Facer] had 20%).

Exhibit 74 11/21/1995 Meeting Minutes of Teen Help, Inc. (Robert Lichfield was elected President, Facer Vice-President, and Patricia Lichfield Secretary-Treasurer).

Exhibit 72 02/20/1997 Meeting Minutes of Teen Help, Inc. (Robert Lichfield, Patricia Lichfield, and Brent Facer were Directors of the corporation and in attendance, decision/approval to dissolve the corporation and establish an LLC).

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schulter (now Foye), Manager of Teen Help LLC also present, discussion of admit procedure and Teen Help's trip to Casa By The Sea).

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition **20:18-20:**

Q. RBL No. 2, Ltd. has ownership interest in Teen Help?

A. I believe that's correct, yeah.

13. Ken Kay was an Admissions Coordinator for Teen Help from 1997-1998.

Exhibit 7 Ken Kay 12/03/2003 Deposition **4:17-24:**

Q. What was your role at Teen Help? This is approximately five years ago, so 1998.

*A. I believe it was somewhere in March or April of '98, and it was approximately about a year, and I was an **admission coordinator**.*

Q. So from March of '98 back to March of '97, approximately?

A. Approximately.

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*).

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

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 15:17-16:3 (stating that when parents called Teen Help they were: *“ticked off ... angry ... just devastated ... start to cry...”*).

Exhibit 73 02/13/1996 Meeting Minutes of Teen Help, Inc. (Robert Lichfield, Patricia Lichfield, and Brent Facer in attendance and discussed another mail-out and to target junior and senior high school during next spring).

Exhibit 60 06/15/2001 Meeting Minutes of Teen Help (Robert Lichfield, General Partner of RBL #2, Brent Facer, General Partner of BMF #2, Ltd., and Jean Foye, Manager of Teen Help, LLC in attendance, reported admissions increased 40%/month, internet and mail advertising substantially increased, and voted to merge with Adolescent Services International).

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*).

Exhibit 17 Kevin Richey 12/21/2005 Deposition (previous Teen Help Employee) at 34:19-35:18 (Mr. Richey was to screen new students using a written form with criteria for admission, which was provided to him by Teen Help and WWASPS. Ken Kay was familiar with the criteria form and knew it was being done this way.)

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

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schuler (now Foye), Manager of Teen Help LLC also present, discussion of *admit procedure* and *new avenues for marketing Teen Help*).

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*).

Exhibit 60 06/15/2001 Meeting Minutes of Teen Help (Robert Lichfield, General Partner of RBL #2, Brent Facer, General Partner of BMF #2, Ltd., and Jean Foye, Manager of Teen Help, LLC in attendance, reported admissions increased 40%/month, internet and mail advertising substantially increased, and voted to merge with Adolescent Services International).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schuler (now Foye), Manager of Teen Help LLC also present, discussed admit procedure and Teen Help's trip to Casa By The Sea—in which members should have *seen* the abuses and conditions complained of by Plaintiffs).

Exhibit 73 02/13/1996 Meeting Minutes of Teen Help, Inc. (Robert Lichfield, Patricia Lichfield, and Brent Facer in attendance and discussed another mailout and to target junior and senior high school during next spring).

16. Teen Help had a prominent internet site that reached nationwide and targeted parents with teens in order to place them in “WWASPS Enterprise” facilities.

Exhibit 17 Kevin Richey 12/21/2005 Deposition 28:25-29:17:

Q. Do you know where those programs were advertised?

A. On the Internet...

Exhibit 60 06/15/2001 Meeting Minutes of Teen Help (Robert Lichfield, General Partner of RBL #2, Brent Facer, General Partner of BMF #2, Ltd., and Jean Foye, Manager of Teen Help, LLC in attendance, reported admissions increased 40%/month, **internet and mail advertising substantially increased, and voted to merge with Adolescent Services International**).

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the site

telling parents they will be called by a Representative from 3 agencies concerning inquiries, *order that representative should not tell parents in-house policies and procedures, e.g.,* first representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield]).

17. Teen Help sent the “WWASPS Enterprise” residential school enrollment forms to the parents.

See the previously filed Parent Claim Sheets that were filed in this case on 12/17/2012, which evidences that Teen Help and other marketing/admission companies (most sent by Teen Help) sent most of the parents the enrollment forms to fill out for a WWASPS school.

Exhibit 105 - November 29, 2004 Email from Ken Kay, President of WWASPS, forwarding to someone else an email string from Jane Hawley with email at teenlifelines.com shows: WWASPS worked closely with the marketing companies and Cross Creek in addressing and reporting enrollment issues.

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

Exhibit 96 - October 18, 2004 Email String between Ken Kay (WWASPS) and James Wall (PR) shows: discussion of enrollment being down 400 since the Casa By The Sea incident and all schools and Admissions are slowing down; discussion that negative media barrage like the one after Dundee Ranch “*causes more than a mere dent in enrollments, which means lots of \$\$\$ lost for everyone involved, including billing companies, Teen Help, and other referral services, Premier, escort services, etc*”; discussion that WWASPS’s budget got crashed \$30,000 per month for the 400 students lost by Casa By The Sea’s closing.

See the previously produced Parent and Student Claim sheets, which were filed in this case on 12/17/2012, and that evidence that **the admission companies provided escort services to pick up the child to bring to WWASPS schools, and usually the child was picked up at night.**

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

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC [Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*].

See the previously produced Parent and Student Claim sheets, which were filed in this case on 12/17/2012, and that evidence that **most parents and students were enrolled into the WWASPS schools by Teen Help.**

Exhibit 15 Lisa Irvin 12/01/2003 Deposition **46:20-47:3, and 49:2-23** (Teen Help's Board of Directors, Robert Browning Lichfield, Brent Facer and Jean Foye, decided which programs would be marketed by Teen Help), **and 8:13-11:11:** Teen Help employee paid by amount of students sent to the WWASPS schools.

20. When Teen Help was incorporated, WWASPS principal Robert B. Lichfield was the President, and was a director, and when it became an LLC, he was a trustee.

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 38:2-12 (Robert Browning Lichfield was associated with marketing companies Teen Help, Teens in Crisis and My Teens).

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that all Teen Help representatives are to support each program equally).

Exhibit 73 02/13/1996 Meeting Minutes of Teen Help, Inc. (Robert Lichfield, Patricia Lichfield, and Brent Facer in attendance and discussed another mailout and to target junior and senior high school during next spring).

21. Brent Facer was Vice-President, and Patricia Lichfield was Secretary-Treasurer. Brent Facer was or is a partner in the Teen Help business and also a director of WWASPS, Inc. and trustee of WWASPS, LLC.

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 38:2-12 (Robert Browning Lichfield was associated with marketing companies Teen Help, Teens in Crisis and My Teens).

Exhibit 73 02/13/1996 Meeting Minutes of Teen Help, Inc. (Robert Lichfield, Patricia Lichfield, and Brent Facer in attendance and discussed another mailout and to target junior and senior high school during next spring).

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 67:10-69:5 (Owned by RBL #2, Ltd., which was Robert and Patricia Lichfield had 80% and BMF corporation [Brent Facer] had 20%).

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

Exhibit 69 09/18/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, Robert Lichfield, and Brent Facer in attendance, discussion of *Morava Academy* and Casa By The Sea, and Farnsworth is no longer splitting time with Cross Creek).

Exhibit 70 05/21/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, President, Robert Lichfield, Brent Facer, and J. Ralph Atkins, *Trustees*, in attendance, noting agreements with Paradise Cove, Tranquility Bay, *Morava Academy*, Cross Creek Manor, and Spring Creek Lodge, reports that each school is growing and looks forward to spending more time at each program and their facilities).

Exhibit 50 Amberlyn Knight 07/25/2003 Affidavit ¶ 9 (“*9...JOE ATKIN ...admitted many times that his father, ATTORNEY J. RALPH ATKIN, also set up off-shore bank accounts for his ‘clients’ and business partner, the WWASP.*”).

Exhibit 67 12/09/1998 WWASPS, Inc. Meeting Minutes (Karr Farnsworth, Robert Lichfield, Brent Facer, and J. Ralph Atkin in attendance, Farnsworth reported on *Morava Academy* closure “**at the time of the raid by the State Police, in Czech ...**” and *all students have been placed into other programs. Mr. Atkin thanks Mr. Farnsworth for helping get the children out of Morava Academy and into other WWASPS programs, when it was raided*).

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

Exhibit 70 05/21/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, President, Robert Lichfield, Brent Facer, and J. Ralph Atkins, Trustees, in attendance, noting agreements with Paradise Cove, Tranquility Bay, Morava Academy, Cross Creek Manor, and Spring Creek Lodge, reports that each school is growing and looks forward to spending more time at each program and their facilities).

Exhibit 54 WWASPS’s Monthly Tuition Sheet and Sallie Mae Loan Application (Tuition listed for Dundee Ranch, Academy of Ivy Ridge, Carolina Springs, Casa By The See, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, and Pacific View Retreat, with references for **paying tuition by taking out a**

mortgage or other loan, such as Sallie Mae, and mentioned Defendant Teen Help in the single WWASPS tuition flyer to parents; also has a Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at *Browning Academy* for a prospective parent, which shows that of all the schools, only *Browning Academy* was set up with a school code 3871 to obtain loans through Sallie Mae. *Browning Academy* was not a school at all).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schultzer (now Foye), Manager of Teen Help LLC also present, discussed admit procedure and Teen Help's trip to Casa By The Sea—in which members should have *seen* the abuses and conditions complained of by Plaintiffs).

24. Additionally, Teen Help's 1-800 number was advertised as providing financial resources.

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the site telling parents they will be called by a Representative from 3 agencies concerning inquiries, *order that representative should not tell parents in-house policies and procedures, e.g., first representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that 'Admissions Companies' cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield]).*

Exhibit 54 WWASPS's Monthly Tuition Sheet and Sallie Mae Loan Application (Tuition listed for Dundee Ranch, Academy of Ivy Ridge, Carolina Springs, Casa By The See, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, and Pacific View Retreat, with references for **paying tuition by taking out a mortgage or other loan, such as Sallie Mae, and mentioned Defendant Teen Help in the single WWASPS tuition flyer to parents; also has a Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at *Browning Academy* for a prospective parent, which shows that of all the schools, only *Browning Academy* was set up with a school code 3871 to obtain loans through Sallie Mae. *Browning Academy* was not a school at all).**

25. Defendant WWASPS, Inc. & LLC also marketed with flyers in which it listed the Defendant "WWASPS Enterprise" specialty schools: Academy at Ivy Ridge, Casa by the Sea, Carolina Springs Academy, and Spring Creek Lodge Academy; and behavioral modification programs/schools, Dundee Ranch and Tranquility Bay; and treatment centers: Cross Creek Center and Cross Creek Manor and finally programs for children, Majestic Ranch; and young

adult programs, Pacific View Retreat. This flyer then provided a 1-800 number and a web site of

Defendant WWASPS, Inc. or WWASPS LLC at www.wwasps.org.

Exhibit 110 Business Card of Ken Kay, President of WWASP [lists WWASPS schools as: Carolina Springs Academy, Casa By The Sea, Cross Creek Academy, Cross Creek Center for Boys, Cross Creek Manor for Girls, Paradise Cover, Spring Creek Lodge, and Tranquility Bay].

Exhibit 56 08/01/2002 Meeting Minutes of Teen Help, LLC (Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, in attendance, stated that *all Teen Help representatives are to support each program equally*).

Exhibit 54 WWASPS's Monthly Tuition Sheet and Sallie Mae Loan Application (Tuition listed for Dundee Ranch, Academy of Ivy Ridge, Carolina Springs, Casa By The See, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, and Pacific View Retreat, with references for **paying tuition by taking out a mortgage or other loan, such as Sallie Mae, and mentioned Defendant Teen Help in the single WWASPS tuition flyer to parents; also has a Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at Browning Academy for a prospective parent, which shows that of all the schools, only Browning Academy was set up with a school code 3871 to obtain loans through Sallie Mae. Browning Academy was not a school at all**).

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

Exhibit 9 Ken Kay 06/17/2009 Deposition 84:17-85:3 (Admission companies were: Teen Help, Parent Hotline, Lifeline's Family Services, Cross Creek Admissions, Spring Creek Admissions, and Parent Resources.).

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 38:2-12 (Robert Browning Lichfield was associated with marketing companies Teen Help, Teens in Crisis and My Teens).

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition. Teen Help was primary marketing vehicle of WWASPS Enterprise until key people asked Robert Browning Lichfield if they could form own admission companies. Then formed company as LLC or corporation, signed contract both with school and National Contract Services, and schools paid contract services to National Contract Services who paid the admission companies, at **78:16-80:5**:

Q. Well, Teen Help was paid per student enrolled, they enrolled; right?

A. Right ...

Q. That was ... their only source of income was computed on each student enrollment?

A. Okay. Teen Help was doing some other services, so that wasn't their only reimbursement, but if you're talking about Lifelines and-

Q. Help My Teen?

A. ... Help My Teen and Teen Soulutions, that was, as I recall, the best I recall, that was their contractual agreement.

Q. And Parent Resources was another one?

A. Uh-huh. Teens in Crisis. Like I said, there was several that came on after, but ... I'm going on my best memory.

A. My best memory was there was three that asked if they could form their own entity and - and basically do what they've been doing for Teen Help and do it for themselves.

Q... So by 2004 ... so thereabouts... the marketing companies would have been Teen Help, Help My Teen, Lifeline...Teens In Crisis...Teen Soulutions... I think by then we probably had all six.

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 46:20-47:3, **and** 49:2-23 (Teen Help's Board of Directors, Robert Browning Lichfield, Brent Facer and Jean Foye, decided which programs would be marketed by Teen Help.)

28. The marketers were provided sales scripts prepared by and approved by the

Enterprise principals Robert Lichfield and Brent Facer.

Exhibit 34 03/08/2004 Email from Jean Foye to Robert Lichfield re: Marketing Scripts (Lichfield controls the scripts told to parents by the WWASPS Enterprise marketing companies and instructs marketer to state "*The schools and programs featured in the videos are the ones I'd recommend that you take a serious look at...*").

Exhibit 35 09/07/2004 Email from Jean Foye to Robert Lichfield re: Most Recent Script for Teens in Crisis and Parent Resources Hotline (Lichfield control of the scripts read to parents by Teens in Crisis, Parent Resources, and Teen Help, websites are made to look different from each other to not appear to be related, coached how to play to the parent's desperation.).

29. These sales scripts were designed to convince distressed parents, often wrongfully, that their child was gravely disturbed and in desperate need of the treatment, counseling, and behavior modifications that only the WWASPS Enterprise schools could provide.

Exhibit 34 03/08/2004 Email from Jean Foye to Robert Lichfield re: Marketing Scripts (Lichfield controls the scripts told to parents by the WWASPS Enterprise marketing companies and instructs marketer to state *“The schools and programs featured in the videos are the ones I’d recommend that you take a serious look at...”*).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schuler (now Foye), Manager of Teen Help LLC also present, discussed admit procedure and Teen Help’s trip to Casa By The Sea—in which members should have seen the abuses and conditions complained of by Plaintiffs).

Exhibit 35 09/07/2004 Email from Jean Foye to Robert Lichfield re: Most Recent Script for Teens in Crisis and Parent Resources Hotline (Lichfield control of the scripts read to parents by Teens in Crisis, Parent Resources, and Teen Help, websites are made to look different from each other to not appear to be related, coached how to play to the parent’s desperation).

30. But in fact, the schools provided little or nothing in the nature of treatment, counseling or behavior modification.

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 14 (*“14. None of the staff (including me) were trained to work with children with disabilities or the at-risk youth ...”*).

Exhibit 34 03/08/2004 Email from Jean Foye to Robert Lichfield re: Marketing Scripts (Lichfield controls the scripts told to parents by the WWASPS Enterprise marketing companies and instructs marketer to state *“The schools and programs featured in the videos are the ones I’d recommend that you take a serious look at...”*).

The previously produced Plaintiff Students, and Plaintiff Parents’ Individual Claim Sheets which are each incorporated herein, filed in this case on 12/17/2012 with Plaintiffs’ Opposition to the World Wide Defendants’ 12(b)(6) and 9(b) Motion to Dismiss.

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 23:4-26:13 (Teen Help employee confirms that she suggested [only] the WWASPS programs to parents and her suggestions were: *“A lot of times its’ financial ... Proximity.”* She testifies that she determined whether a child needs therapy: *“By the intake that I take from them”* and if the parents requested it. Also: *“Once the kid gets to the program, the program can make the decision, too, to assist that family in getting therapy,”* and also *“... I don’t have any formal training, some minimal experience, but no formal training”*).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 5 ¶ 20 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross

Creek Schools, and stated: *“There is no doubt that parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.”*).

Exhibit 4 Cameron Pullan 04/22/2008 Deposition **154:8-10** (Spring Creek Lodge is **not** a therapeutic program), **155:6-10** (25-30% of students at Spring Creek Lodge graduate from there), **and 155:18-156:13** (Spring Creek Lodge's enrollment went from 400 students to 130 in 2008. All other associated schools' enrollment also went down drastically **because of the suicide of Spring Creek Lodge student, Karlye Newman**, and economics).

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

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 23:4-26:13 (Teen Help employee confirms that she suggested [only] the WWASPS programs to parents and her suggestions were: *“A lot of times its’ financial ... Proximity.”* She testifies that she determined whether a child needs therapy: *“By the intake that I take from them”* and if the parents requested it. Also: *“Once the kid gets to the program, the program can make the decision, too, to assist that family in getting therapy,”* and also *“... I don’t have any formal training, some minimal experience, but no formal training”*).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 5 ¶ 20 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated: *“There is no doubt that parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.”*).

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

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating **3 marketing groups on same generic site and rotating three 800 numbers on the site telling parents they will be called by a Representative from 3 agencies concerning inquiries, ordered that representative should not tell parents in-house policies and procedures, e.g., first**

representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield]).

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

Exhibit 4 Cameron Pullan 04/22/2008 Deposition **154:8-10** (Spring Creek Lodge is not a therapeutic program), **155:6-10** (25-30% of students at Spring Creek Lodge graduate from there), **and 155:18-156:13** (Spring Creek Lodge's enrollment went from 400 students to 130 in 2008. All other associated schools' enrollment also went down drastically because of suicide of Karlye Newman and economics).

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 23:4-26:13 (Previous Teen Help employee confirms that she suggested [only] the WWASPS programs to parents and her suggestions were: “A lot of times its’ financial ... Proximity.” She determines whether a child needs therapy: “By the intake that I take from them” and if the parents requested it and also she notes that “...the program can make the decision, too...”).

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 8:13-11:11 (Teen Help employee paid by amount of students sent to the WWASPS schools).

Exhibit 42 01/14/2004 Directors Meeting Notes (Robert Lichfield/ Patricia Lichfield/Roger Lichfield/Ken Kay of WWASPS/Jean Foye of Teen Help/directors of Ivy Ridge/Spring Creek Lodge/ Tranquility Bay/ Casa By The Sea/ Majestic Ranch/ Cross Creek Programs / Carolina Springs Academy (Incentives, number of students in each stage of enrollment, new rule for collections process if parent not paid, rule to take away half a school’s money for monthly tuition if not collected in 14 days, R & B Billing will no longer say “the only way around it is to talk to the program” and R&B Billing is now bad guy, Houlahan’s massive media blitz on WWASPS schools, sales discussion on intakes, action items, phones calls, and in process, Seminar Orientation was all seminar information in old parent manual, Jay Kay allowed to have seminar at his facility 3 times a year, and policy).

Exhibit 47 03/09/2004 Email from Dwan Serrano to Robert Lichfield (Student Grievance Policy in the Manual - Lichfield controlled the manual contents, Serrano asks Lichfield how he wants “to make the extra thing for the student to sign”).

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition 38:2-12 (Robert Browning Lichfield was associated with marketing companies Teen Help, Teens in Crisis and My Teens).

34. In addition, in an effort to keep the money flowing to themselves, the Enterprise principals even created policies and procedures to attempt to keep children in their schools past the child's age of 18, even though they had no legal right to force the child to remain.

Exhibit 17 Kevin Richey 12/21/2005 Deposition (Teen Help prior employee) **89:2-25:**

Q. ... what was ... the purpose of the meeting to tell you about High Impact ?

A. ...yes.

Q: ... was Bob Lichfield present at this meeting?

A: Yes , he conducted it.

Q: What was his interest in High Impact?

A: He explained to us that this was going to be a way for us to keep kids in the program if they weren't complying with what was going on...

Q. In what capacity was he there?

A. He was there to tell us that the students would be going to High Impact if they didn't behave at other programs , and it actually was put into the contract that the kids would go on to High Impact if they didn't behave and the parents signed basically a waiver to say that's what would happen.

35. For example, in offshore schools such as Paradise Cove in western Samoa and Pacific View in Mexico, post-18-year-olds were sometimes not permitted to leave the school.

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

37. The WWASPS Enterprise trained its directors.

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 6, She was a Director at Dundee Ranch: ("6. During the time that I worked for WWASP, I went through 'training' by WWASP...").

38. The WWASPS Enterprise paid its directors special recognition and, in addition, paid cash incentives to schools that renewed a child in its residence after the parents' contract had expired.

Exhibit 42 01/14/2004 Directors Meeting Notes (Robert Lichfield/ Patricia Lichfield/Roger Lichfield/Ken Kay of WWASPS/Jean Foye of Teen Help/directors of Ivy Ridge/Spring Creek Lodge/ Tranquility Bay/ Casa By The Sea/ Majestic Ranch/ Cross Creek Programs / Carolina Springs Academy (Incentives, number of students in each stage of enrollment, new rule for collections process if parent not paid, rule to take away half a school's money for monthly tuition if not collected in 14 days, R & B Billing will no longer say "*the only way around it is to talk to the program*" and R&B Billing is now bad guy, Houlahan's massive media blitz on WWASPS schools, sales discussion on intakes, action items, phones calls, and in process, Seminar Orientation was all seminar information in old parent manual, Jay Kay allowed to have seminar at his facility 3 times a year, and policy).

39. This was done irrespective of whether the child needed additional or different care.

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 14 ("*14. None of the staff (including me) were trained to work with children with disabilities or the at-risk youth that populate the WWASP programs. I observed that our lack of training created extreme stress for many of the children, who were already vulnerable*").

40. The WWASPS sales troop, for the most part, were paid by the number of heads they recruited.

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **76:5-77:17:**

Q: ...I believe that Teen Help had people working for them who got commissions based among parents who entered into contracts and brought kids into the system?

A: Right.

Q: ... And Teen Help, although it was an initial admission fee of around per student that the parent paid, and that or most of it went to, for instance, Teen Help If that was the marketer?

A: I don't remember exactly initially what the contract ... was

Q: ... And then did that increase over time?

A: Uh huh.

Q: And that was paid out of the initial amount, the initial amount the parent paid, called an admission fee?

A: No. That was paid out of the contract [REDACTED] for services. Q: ... when a person, a parent, enrolled a child ... in addition to the monthly amount they had to pay, I believe by 2004.

A: Right.

Q: ... it was something like [REDACTED] per student?

A: It was [REDACTED] ... but I could be wrong.

Q: Somewhere in there?

A: Yeah ... The processing fee you're talking about? ... Right.

Exhibit 15 Lisa Irvin 12/01/2003 Deposition 8:13-11:11 (Previous Teen Help employee confirms paid by amount of students sent to the WWASPS schools).

41. Thus, there was built into the marketing compensation plan an incentive to misstate and misrepresent facts about the facilities to distressed parents, and this they did.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 2 ¶ 6 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*WWASP children’s programs ... ‘education component’ is fraudulent, with no lecturing and no enrichment for children. The education at WWASP is anything but ‘highly progressive’ as misrepresented by WWASP and Teen Help. Many of the children have notable disabilities or learning disorders, making it difficult, sometimes impossible, for them to learn in this manner*” which she witnessed at the Cross Creek schools and Majestic Ranch Academy.), and Pg 5 ¶ 20 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*There is no doubt that parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.*”).

Exhibit 111 Two-Paged Document (year 2004) (Discussion of related issues for Spring Creek Lodge, Tranquility Bay, Carolina Springs Academy, Cross Creek Programs, Academy of Ivy Ridge, Casa By The Sea, and Majestic Ranch; confirmation that the “**Hobbit**” has been eliminated and “we” have already implemented a different process; instruction for commission loss when student withdraws within 60 and 30 days of admission. It is important to note the “Hobbit” was used as a form of punishment for students, where they were isolated from everyone).

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

See previously produced Plaintiff Students, and Plaintiff Parents’ Individual Claim Sheets filed in this case on 12/17/2012.

Exhibit 6 08/27/2003 WWASPS Article/Training: What Family Reps Can do to Create and Maintain (Provided to WWASPS Family Representatives, which spoke with the parents, and

states “*Onboard Parents*” & Raving Fan Clients which shows what the Family Representatives, who were parent communicators, could say to parents, such as: “*Student-Parent Phone Calls, Structure Before Hand, Monitor...*,” “*Encourage parents to attend seminars,*” “*Commitment Letters - Help parents understand the need for the letter and the urgency,*” “*We will only believe half of what they say about their parents if they will only believe half of what [sic] the say about us Opening letter in parent handbook,*” and “*Cake half baked may look good on top but doughy int eh middle – you take it out of the oven and it will fall. You wouldn’t think of buying a Clothes Washer that doesn’t complete all cycles.*”).

Exhibit 58 01/09/2002 Meeting Minutes of WWASPS, Inc. (Robert Lichfield, Brent Facer, and Ken Kay in attendance, decision to provide parenting videos to parent support groups, and conference call with all communications directors of each program and issues were discussed).

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the site telling parents they will be called by a Representative from 3 agencies concerning inquiries, *order that representative should not tell parents in-house policies and procedures, e.g., first representative to get the loan gets the commission, each Admissions Group will have own website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield].*

Exhibit 77 07/15/2003 James Wall Confirmation Letter to Ken Kay (with Draft Recommendations, references “*WWASPS organization*”, “*WWASPS Programs*”, “*WWASPS parents and former students*”, “*WWASPS-affiliated schools*”, “*WWASPS’ system*”, “*WWASPS schools*”, “*WWASPS marketing materials*”, “*WWASPS-produced training and staff procedure manual*”, “*WWASPS policies*”, “*WWASPS-wide*”, “*WWASPS as Policing Body*”, “*WWASPS’ marketing communications*”, “*Currently, WWASPS marketing materials usually begin with parent testimonials*”, “*By actively disclosing more information ... WWASPS will diffuse the surprise shock that some parents and students feel when their children endure consistent punishment or fail to move up in the program*”, “*A large part of WWASPS marketing tactics involves word-of-mouth references. Those who referred another family receive one free month of tuition for their own teen ... WWASPS should take steps to make the candidacy of new students for the program a more objective, systemized process...*”, Wall working for WWASPS in public relations capacity on Spring Creek Lodge in Montana, “*Tranquility Bay in Jamaica [WWASPS affiliate]*”, and “*Cross Creek Manor in Utah [original WWASPS school]*”).

Exhibit 36 09/20/2004 Email from Jean Foye/Teen Help to Robert Lichfield re: Admissions Scripts (Lichfield controls the scripts of content told to parents, instructs that if a parent has already talked to another representative from a different phone number, presumably one of three rotating 800 marketing numbers then tell caller to speak with that representative, and say “*I know your child needs help! These problems will probably get worse. The further the ship gets from land, the harder it is to bring it back. It could be dangerous to wait. I have solutions. This is what you need to do, and we have financial options for you.* (Then talk to them about programs.)”.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 5 ¶ 20 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*There is no doubt that parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.*”).

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

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 6 and 23 (“6. ... *I am being warned not to speak with certain persons or talk about my knowledge of the WWASP’s deceptive marketing of children’s programs or the abuse and neglect of children that I witnessed while employed by the WWASP.*” ... “19... *Unfortunately, the parents were misled about the WWASP programs and knew little to nothing about what they were actually recommending to other parents in desperate situations.*” ... “23. *The children are used by the WWASP as though they are products and the families are misled in order to obtain the monthly tuition.*”

Exhibit 34 03/08/2004 Email from Jean Foye to Robert Lichfield re: Marketing Scripts (Lichfield controls the scripts told to parents by the WWASPS Enterprise marketing companies and instructs marketer to state “*The schools and programs featured in the videos are the ones I’d recommend that you take a serious look at...*”).

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

Exhibit 43 11/05/2004 Executive Meeting Notes with Robert Lichfield, Brent Facer, Ken Kay of WWASPS, Jean Foye of Teen Help, Roger Lichfield, and Directors of Midwest Academy, Cross Creek Programs, Tranquility Bay, Casa By The Sea, Majestic Ranch, Academy of Ivy Ridge, Carolina Springs Academy, and Spring Creek Lodge (what to say to parents that contact the WWASPS Enterprise and affiliates, and were told to act and state as follows: “... ***deny statements, not credible, not accurate, wrong, not true, I would disagree with that, no basis***”).

Exhibit 6 08/27/2003 WWASPS Article/Training: *What Family Reps Can do to Create and Maintain* (Provided to WWASPS Family Representatives, which spoke with the parents, and states “*Onboard Parents*” & Raving Fan Clients (This shows that the Family Representatives, who were parent communicators, were to tell the parents certain things if the child complained, this included the schools monitoring the phone calls that students had with their parents, when they were finally allowed the phone calls, such as: “*Student-Parent Phone Calls, Structure Before Hand, Monitor...*,” “*Encourage parents to attend seminars,*” “*Commitment Letters - Help parents understand the need for the letter and the urgency,*” “*We will only believe half of what they say about their parents if they will only believe half of what [sic] the say about us*”

Opening letter in parent handbook,” and “Cake half baked may look good on top but doughy in the middle – you take it out of the oven and it will fall. You wouldn’t think of buying a Clothes Washer that doesn’t complete all cycles.”).

Exhibit 59 08/28/2001 WWASPS, Inc. Meeting Minutes (Robert Lichfield, Brent Facer, and Ken Kay in attendance, reported Carolina Springs Academy Education program *making great improvements*, discussed goals to set next directors meeting and reinforcing all program directors using solid principles).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 2 ¶ 6 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*WWASP children’s programs ... ‘education component’ is fraudulent, with no lecturing and no enrichment for children. The education at WWASP is anything but ‘highly progressive’ as misrepresented by WWASP and Teen Help. Many of the children have notable disabilities or learning disorders, making it difficult, sometimes impossible, for them to learn in this manner*” which she witnessed at the Cross Creek schools and Majestic Ranch Academy), **and Pg 5 ¶ 20** (“*There is no doubt that parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.*”).

Exhibit 36 09/20/2004 Email from Jean Foye/Teen Help to Robert Lichfield re: Admissions Scripts (Lichfield controls the scripts of content told to parents, instructs that if a parent has already talked to another representative from a different phone number, then tell caller to speak with that representative, and “*I know your child needs help! These problems will probably get worse. The further the ship gets from land, the harder it is to bring it back. It could be dangerous to wait. I have solutions. This is what you need to do, and we have financial options for you. (Then talk to them about programs.)*”).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schulter (now Foye), Manager of Teen Help LLC also present, discussed admit procedure and Teen Help’s trip to Casa By The Sea–in which members should have *seen* the abuses and conditions complained of by Plaintiffs).

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

Exhibit 36 09/20/2004 Email from Jean Foye/Teen Help to Robert Lichfield re: Admissions Scripts (Lichfield controls the scripts of content told to parents, instructs that if a parent has

already talked to another representative from a different phone number, then tell caller to speak with that representative, and “*I know your child needs help! These problems will probably get worse. The further the ship gets from land, the harder it is to bring it back. It could be dangerous to wait. I have solutions. This is what you need to do, and we have financial options for you.* (Then talk to them about programs)”.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 5 ¶ 20 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*There is no doubt that parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.*”).

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

Exhibit 17 Kevin Richey’s 12/21/2005 Deposition 19:2-21:19 (Bob Lichfield’s directing the WWASPS employees, and all admission coordinators including Teen Help, Cross Creek, etc., on how to market programs).

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **12:12-13:2:**

Q: ...there was a group of you that profited; right? ...

A: had the potential to profit or may have profited, yeah.

Q: But you certainly profited more than anyone else; isn’t that true?

A: Not necessarily...my wife would have profited the same, so –... I think ...that would probably be the majority, between the two of us.

Q: You and your wife?

A: Yeah.

Exhibit 33 03/15/2004 Email from Jean Foye to Robert Lichfield (Marketing Meeting Minutes yesterday shows that Jean Foye of Teen Help asked Robert Browning Lichfield was anything missing from what discussed, which was internet marketing strategy of cross pollination and rotating 3 marketing groups on same generic site and rotating three 800 numbers on the site telling parents they will be called by a Representative from 3 agencies concerning inquiries, *order that representative should not tell parents in-house policies and procedures, e.g., first representative to get the loan gets the commission, each Admissions Group will have own*

website specifically for parent referrals, discussed rule that if parent gives notice in first 60 days, then the representative loses ½ of commission, rules handed out that ‘Admissions Companies’ cannot enroll student unless approved in writing by Regal Marketing [son Roger Lichfield]).

Exhibit 6 08/27/2003 WWASPS Article/Training: *What Family Reps Can do to Create and Maintain* (Provided to WWASPS Family Representatives, which spoke with the parents, and states “*Onboard Parents*” & Raving Fan Clients (shows what the Family Representatives, who were parent communicators, could say to parents, such as “*Student-Parent Phone Calls, Structure Before Hand, Monitor...*,” “*Encourage parents to attend seminars,*” “*Commitment Letters - Help parents understand the need for the letter and the urgency,*” “*We will only believe half of what they say about their parents if they will only believe half of what [sic] the say about us Opening letter in parent handbook,*” and “*Cake half baked may look good on top but doughy int eh middle – you take it out of the oven and it will fall. You wouldn’t think of buying a Clothes Washer that doesn’t complete all cycles.*”).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 5 ¶ 20 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*...parents are misled by WWASP, Lichfield, Farnsworth, Ken Kay and others associated with WWASP ... WWASP is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.*”).

C.

WWASPS ENTERPRISE FRAUDULENT CONCEALMENT OF FACTS

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

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 43-45 (“43. *Once the WW ASP principal, NARVIN LICHFIELD. was arrested and jailed in Costa Rica in May 2003 for his inhumane treatment of American children, the phone calls and emails to me from WW ASP dramatically increased. 44. NARVIN LICHFIELD and those acting on his behalf are fully aware that I am a witness for the criminal investigation and forthcoming prosecution of NARVIN LICHFIELD.45. This time, however, I was being repeatedly asked to literally perjure my upcoming testimony in criminal court in Costa Rica. I have refused to lie for these businessmen, and asked WW ASP to stop all communications with me*”).

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 23: (“23. *The children are used by the WWASP as though they are products and the families are misled in order to obtain the monthly tuition.*”).

Exhibit 6 08/27/2003 WWASPS Article/Training: *What Family Reps Can do to Create and Maintain* (Provided to WWASPS Family Representatives, which spoke with the parents, and states “*Onboard Parents*” & Raving Fan Clients (shows what the Family Representatives, who were parent communicators, could say to parents, such as “*Student-Parent Phone Calls,*

Structure Before Hand, Monitor...,” “Encourage parents to attend seminars,” “Commitment Letters - Help parents understand the need for the letter and the urgency,” “We will only believe half of what they say about their parents if they will only believe half of what [sic] the say about us Opening letter in parent handbook,” and “Cake half baked may look good on top but doughy int eh middle – you take it out of the oven and it will fall. You wouldn’t think of buying a Clothes Washer that doesn’t complete all cycles.”).

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition 139:12-142:9 (May have approved confidentiality agreements for dissatisfied parents to sign, sometimes for a refund. Parents would agree to not discuss their complaints with the WWASPS Enterprise and affiliates).

Exhibit 75 11/19/2004 Email from Ken Kay, President of WWASPS, Inc. to Jane Hawley, employee of Lifelines and Teen Help (Kay’s warning that email Hawley sent about a Lynne Prezfeld: *“I will await the email with the clarifications regarding Lynne P. The possible ramifications of this email could cause great legal harm to the ENTIRE organization. Lynne has been separated as working FOR anyone in this org. in Federal Court. She has done another interrogatory stating there is not that relationship. Should the press get this email you sent stating that falsehood, we would be in trouble.”*).

Exhibit 37 11/17/2004 Email from Jean Foye to Robert Lichfield (Admissions Meeting Notes of 11/17/04 warning of \$250, \$500, then \$1000 fines for giving parents information about *“our inner workings”* consisting of commissions, who gets the loans, etc.).

Exhibit 66 03/17/1999 Meeting Minutes of Teen Help, LLC (Robert Lichfield, General Partner of RBL #2, Ltd, Brent Facer, General Partner of BMF #2, Ltd. in attendance, Jean Schuller (now Foye), Manager of Teen Help LLC also present, discussed admit procedure and Teen Help’s trip to Casa By The Sea–in which members should have *seen* the abuses and conditions complained of by Plaintiffs).

Exhibit 112 08/28/2003 WWASPS Policy & Procedure Manual ¶ 10 showing WWASPS set up the policies for all schools, confidentiality between staff, schools and even visitors to each school must fill out confidentiality form. (*“10. Confidentiality: It is to be understood that all communication is to be considered confidential. All information passing is to be considered on a ‘need-to-know’ basis only. It is essential that there be a safe, trusting environment created for all parties involved during decision making and policy changing processes by respecting that confidentiality” ... 6. Confidentiality: Maintain visitor’s log - confidentiality agreement signed by visitors [See Appendix] ...*”).

Exhibit 80 - December 5, 2003 Email from James Wall (PR) to Ken Kay (WWASPS) shows: discussion of Tranquility Bay problems.

The previously produced Plaintiff Students’ Individual Claim Sheets filed in this case on 12/17/2012 (Student Plaintiffs allegations against Defendants because they were forced to write false confession letters or be reprimanded).

The previously produced Plaintiff Parents’ Individual Claim Sheets filed in this case on 12/17/2012 (Parent Plaintiffs allegations against Defendants because many were told by

Defendants that their child would manipulate them to get out of the program, but those Defendants assured them that it was only manipulation and that their child was safe. They learned later of the horrible conditions their child was living in and living with).

2. Defendant Ken Kay was the President of the corporate and partnership entity

WWASPS, Inc. and WWASPS, LLC.

Exhibit 7 Ken Kay 12/03/2003 Deposition **3:11-23:**

A. ... I am on the board of directors and the president of the corporation...

Exhibit 61 05/04/2001 WWASPS Inc Meeting Minutes (Robert Lichfield, Brent Facer, and Ken Kay in attendance, discussed staff attendance).

3. Defendant Ken Kay, with the knowledge and acquiescence of all WWASPS

Enterprise principals, adopted and implemented a public relations shield based on deny, deny, deny.

Exhibit 43 11/05/2004 Executive Meeting Notes with Robert Lichfield, Brent Facer, Ken Kay of WWASPS, Jean Foye of Teen Help, Roger Lichfield, and Directors of Midwest Academy, Cross Creek Programs, Tranquility Bay, Casa By The Sea, Majestic Ranch, Academy of Ivy Ridge, Carolina Springs Academy, and Spring Creek Lodge (what to say to parents that contact the WWASPS Enterprise and affiliates, and to act and state as follows: “... *deny statements, not credible, not accurate, wrong, not true, I would disagree with that, no basis*”).

4. In other words, no matter how bad or egregious the wrongdoing, never admit

wrongdoing, even if it involves things such as suicide or a clamp-down by a government regulator.

Exhibit 43 11/05/2004 Executive Meeting Notes with Robert Lichfield, Brent Facer, Ken Kay of WWASPS, Jean Foye of Teen Help, Roger Lichfield, and Directors of Midwest Academy, Cross Creek Programs, Tranquility Bay, Casa By The Sea, Majestic Ranch, Academy of Ivy Ridge, Carolina Springs Academy, and Spring Creek Lodge (Deny, Deny, Deny, what to say to parents that contact the WWASPS Enterprise and affiliates, and to act and state as follows “... *deny statements, not credible, not accurate, wrong, not true, I would disagree with that, no basis*”).

Exhibit 44 01/12/2004 Email from Dwan Serrano to Robert Lichfield responding to Lichfield’s request to Ken Kay for 10 items for Directors to complete to receive fee discount, including filing suits *against the major nay-sayers* and keeping *refunds to a minimum*).

Exhibit 41 11/01/2004 Email from Ken Kay/WWASPS to Robert Lichfield, Brent Facer, and David Gilcrease (seminars) about Spring Creek Lodge re: communications to Lichfield/Facer about the State of Montana having concerns about Spring Creek Lodge’s policies and licensure).

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

Exhibit 43 11/05/2004 Executive Meeting Notes with with Robert Lichfield, Brent Facer, Ken Kay of WWASPS, Jean Foye of Teen Help, Roger Lichfield, and Directors of Midwest Academy, Cross Creek Programs, Tranquility Bay, Casa By The Sea, Majestic Ranch, Academy of Ivy Ridge, Carolina Springs Academy, and Spring Creek Lodge (Deny, Deny, Deny, what to say to parents that contact the WWASPS Enterprise and affiliates, and to act and state as follows: “... *deny statements, not credible, not accurate, wrong, not true, I would disagree with that, no basis*”).

Exhibit 36 09/20/2004 Email from Jean Foye/Teen Help to Robert Lichfield re: Admissions Scripts (Lichfield controls the scripts of content told to parents, instructs that if a parent has already talked to another representative from a different phone number, then tell caller to speak with that representative, and “*I know your child needs help! These problems will probably get worse. The further the ship gets from land, the harder it is to bring it back. It could be dangerous to wait. I have solutions. This is what you need to do, and we have financial options for you. (Then talk to them about programs)*”).

Exhibit 17 Kevin Richey 12/21/2005 Deposition 14:7-15:14:

A....we had weekly meetings ... all Teen Help members ... to clarify policy, to make sure that we were doing our jobs correctly ... Ken Kay definitely had input in the meetings...Ken Kay was present ...virtually every meeting...

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

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 7-8: (“7. *Complaints by parents were encouraged to be directed to persons such as JANE HAWLEY as well as other agents and employees. as long as the employees or agents were within the WW ASP umbrella of companies. 8. This method of ‘insider reporting’ was structured to avoid reporting to legitimate government oversight agencies and, consequently, avoid government investigations and charges pertaining child abuse and neglect*”).

Exhibit 37 11/17/2004 Email from Jean Foye to Robert Lichfield (Admissions Meeting Notes of 11/17/04 warning of \$250, \$500, then \$1000 fines for giving parents information about “*our inner workings*” consisting of commissions, who gets the loans, etc.).

Exhibit 41 11/01/2004 Email from Ken Kay/WWASPS to Robert Lichfield, Brent Facer, and David Gilcrease (seminars) about Spring Creek Lodge re: communications to Lichfield/Facer about the State of Montana having concerns about Spring Creek Lodge's policies and license).

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

Exhibit 61 05/04/2001 WWASPS Inc Meeting Minutes (Robert Lichfield, Brent Facer, and Ken Kay in attendance, discussed staff attendance at seminars for Carolina Springs, Casa By The Sea, and Tranquility Bay, report on Director's Meeting in March, discussed goals on setting up infrastructure to service students/families, using the *commitment system* and financial report reviewed).

Exhibit 67 12/09/1998 WWASPS, Inc. Meeting Minutes (Karr Farnsworth, Robert Lichfield, Brent Facer, and J. Ralph Atkin in attendance, Farnsworth reported on *Morava Academy closure 'at the time of the raid by the State Police, in Czech ...'* and all students have been placed into other programs).

Exhibit 6 08/27/2003 *WWASPS Article/Training: What Family Reps Can do to Create and Maintain* (Provided to WWASPS Family Representatives, which spoke with the parents, and states "Onboard Parents" & Raving Fan Clients (shows what the Family Representatives, who were parent communicators, could say to parents, such as "Student-Parent Phone Calls, Structure Before Hand, Monitor...", "Encourage parents to attend seminars," "Commitment Letters - Help parents understand the need for the letter and the urgency," "We will only believe half of what they say about their parents if they will only believe half of what [sic] the say about us Opening letter in parent handbook," and "Cake half baked may look good on top but doughy int eh middle – you take it out of the oven and it will fall. You wouldn't think of buying a Clothes Washer that doesn't complete all cycles.").

Exhibit 48 Ken Kay's Proposal (Media Training for Robert Lichfield, Ken Kay, and Directors of the WWASPS programs/schools - the schools and WWASPS principals were to be trained/coached/filmed together on how they could deal with the bad media).

Exhibit 70 05/21/1998 Meeting Minutes of WWASPS, Inc. (Karr Farnsworth, President, Robert Lichfield, Brent Facer, and J. Ralph Atkins, Trustees, in attendance, noting agreements with Paradise Cove, Tranquility Bay, Morava Academy, Cross Creek Manor, and Spring Creek Lodge, reports that each school is growing and looks forward to spending more time at each program and their facilities).

Exhibit 76 - 06/27/2003 Letter from James Wall to Ken Kay, President of WWASPS, Inc. about Dundee Ranch Public Relations Proposal shows: an out-of-control scenario for WWASPS due to Dundee Ranch in Costa Rica, which is under national and international controversy and has closed; discussion that "*remainder of the WWASPS is under intense scrutiny*", about "*WWASP's unique method of resurrecting troubled youths*", visiting a WWASPS-affiliated school in the USA, and fee of \$7,000 per month for 90 days.

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition **252:9-13:**

A: ... the schools at times had as many as 40, 50 percent of their student's parents had gotten loans through educational loans...

8. However, the WWASPS Enterprise has carefully guarded and concealed the fact from parents, banks, and government regulators that its schools are not certified by any state or governmental regulatory agency.

Exhibit 112 08/28/2003 WWASPS Policy & Procedure Manual ¶ 10 showing WWASPS set up the policies for all schools, confidentiality between staff, schools and even visitors to each school must fill out confidentiality form. (“*10. Confidentiality: It is to be understood that all communication is to be considered confidential. All information passing is to be considered on a ‘need-to-know’ basis only. It is essential that there be a safe, trusting environment created for all parties involved during decision making and policy changing processes by respecting that confidentiality*” ... *6. Confidentiality: Maintain visitor’s log - confidentiality agreement signed by visitors [See Appendix] ...*”).

Exhibit 3 Chaffin Pullan 04/23/2008 Deposition **59:17-21:**

Q: Did Spring Creek ever tell kids at Spring Creek at any time not to discuss other WASP schools that were shut down, such as Casa by The Sea or Dundee Ranch?

A: Yes

9. The U.S. Department of Education does not recognize or grant credit to any educational program implemented by the WWASPS Enterprise.

Exhibit 53 Heidi Mock 03/14/2004 Statement **Pg 2 ¶ 6** (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*WWASP children’s programs... ‘education component’ is fraudulent, with no lecturing and no enrichment for children. The education at WWASP is anything but ‘highly progressive’ as misrepresented by WWASP and Teen Help. Many of the children have notable disabilities or learning disorders, making it difficult, sometimes impossible, for them to learn in this manner*” which she witnessed at the Cross Creek schools and Majestic Ranch Academy) **and Pgs 5-6 ¶ 19** (“*...WWASP ‘education’ programs are a sham by average American standards...*”).

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

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 12 (“12. Additionally, the families of the children are misled by WWASP and its marketing arm, TEEN HELP, and told that the education of the children is ‘extremely progressive,’ when the education is just the opposite. Parents are unaware that the NASCU is paid by the WWASP to accredit its programs”).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pgs 5-6 ¶ 19 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “... WWASP ‘education’ programs are a sham by average American standards...”) and Pg 2 ¶ 6 (“WWASP children’s programs... ‘education component’ is *fraudulent*, with no lecturing and no enrichment for children. The education at WWASP is anything but ‘highly progressive’ as *misrepresented by WWASP and Teen Help*. Many of the children have notable disabilities or learning disorders, making it difficult, sometimes impossible, for them to learn in this manner” which she witnessed at the Cross Creek schools and Majestic Ranch Academy), and Pg 4 ¶ 17-18 (“I worked very closely with David Steadman of the Northwest Assn of Schools Colleges and Universities [NASCU], whose web address shows Boise, Idaho ... David Steadman is *dishonest about the lack of education that exists at all of the WWASP-affiliated children’s programs, and the education standards that are simply ignored at the WWASP-affiliated programs... Steadman was a close, personal friend of Karr Farnsworth ...[and] would ... spend the night at Farnsworth’s home ... formally dined and treated to other amenities while in the company of Mr. Farnsworth. I observed that the interactions between Farnsworth and Steadman were of questionable ethics under such circumstances.”).*

11. The WWASPS Enterprise apparently relies on the fact its “certification” will be confused with the legitimate school certification organization known as Northwestern Associations of Schools and Universities (almost identical name) located in the State of Washington.

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

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 38-41 (“38. Since leaving my employment with WWASP, I have been repeatedly threatened by WWASP through one of its lawyers. The threats have included statements that civil lawsuits will be filed against me for defamation in either Utah or Costa Rica, and WWASP will seek huge sums of money unless I agree to retract

my confidential report to the protective services agency in Costa Rica (called the PANI) and agree to silence, by never again speaking of the abuse and neglect that I witnessed. 39. JOE ATKIN (an employee of WWASP who admitted to acting on behalf of WWASP) recently stated to me that WWASP has a 'Swat Team' of lawyers in Utah who sue witnesses to convince the witnesses to shut up. 40. For example, in one email that I received from ATTORNEY J. RALPH ATKIN, on behalf of NARVIN LICHFIELD and the WWASP organization, it was stated that, 'Letters to the Ministry or to individuals that are none [sic] supportive of Dundee and Mr. Lichfield, places you in a very dangerous position.' The letter is clear that, according to WWASP, I am to *'Find solutions to perceived problems by working directly with Mr. Lichfield.'* (See email. dated April 22, 2003, as ATTACHMENT "A"). (Emphasis added.) 41. JOE ATKIN recently stated to me that 'WWASP is rich,' and it doesn't matter if WWASP is right because WWASP can afford to wear people down with lawsuits.")

Exhibit 52 attorney Sheldon Miller's letter to Ralph Atkin re: Amberlyn Knight was threatened with legal action for whistle-blowing.

Exhibit 32 05/24/2004 Email from Jean Foye of Teen Help to Robert Lichfield (Report to Lichfield of who all from Carolina Springs Academy, Casa By The Sea, Cross Creek Manor, Cross Creek Center for Boys, Majestic Ranch, Ivy Ridge, Pacific View Retreat, Tranquility Bay, Spring Creek Lodge, Midwest Academy, Teen Help, WWASPS, and R & B Billing, have signed non-disclosure agreements to stay silent; and that the ones that have not, that Lichfield will have to get them to sign at the meeting on Wednesday).

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

Exhibit 53 Heidi Mock 03/14/2004 Statement **Pg 5 ¶ 21, 22** (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated "...[I was] coerced into signing a 'silence agreement' ... I fear retaliation from Robert Browning Lichfield, Karr Farnsworth or their agents for providing this Declaration."), **and Pg 2 ¶ 6** (... "Additionally, child abuse and neglect are not allowed to be discussed or reported by staff due to fear of severe retaliation."), **and Pg 4 ¶ 16** ("... but any attempts to report abuse or neglect at any of the WWASP programs to any outside government authority would have resulted in immediate termination, retaliation or a lawsuit by Lichfield, Farnsworth and others.").

13. The WWASPS Enterprise has frequently leveled threats against its former employees and agents if they continued to tell the truth about the WWASPS Enterprise.

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ **38-41** ("38. Since leaving my employment with WWASP, I have been repeatedly threatened by WWASP through one of its lawyers. The threats have included statements that civil lawsuits will be filed against me for defamation in either Utah or Costa Rica, and WWASP will seek huge sums of money unless I agree to retract my confidential report to the protective services agency in Costa Rica (called the PANI) and agree to silence, by never again speaking of the abuse and neglect that I witnessed. 39. JOE

ATKIN (an employee of WWASP who admitted to acting on behalf of WWASP) recently stated to me that WWASP has a 'Swat Team' of lawyers in Utah who sue witnesses to convince the witnesses to shut up. 40. For example, in one email that I received from ATTORNEY J. RALPH ATKIN, on behalf of NARVIN LICHFIELD and the WWASP organization, it was stated that, 'Letters to the Ministry or to individuals that are none [sic] supportive of Dundee and Mr. Lichfield, places you in a very dangerous position.' The letter is clear that, according to WWASP, I am to 'Find solutions to perceived problems by working directly with Mr. Lichfield.' (See email. dated April 22, 2003, as ATTACHMENT "A"). (Emphasis added.) 41. JOE ATKIN recently stated to me that 'WWASP is rich,' and it doesn't matter if WWASP is right because WWASP can afford to wear people down with lawsuits.'")

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Exhibit 44 01/12/2004 Email from Dwan Serrano to Robert Lichfield responding to Lichfield's request to Ken Kay for 10 items for Directors to complete to receive fee discount, including filing suits *against the major nay-sayers and keeping refunds to a minimum*).

14. Many former agents and representatives of the WWASPS Enterprise have been threatened with lawsuits if they talked about the Enterprise's frauds and abuses.

Exhibit 49 Amberlyn Knight 07/07/2003 Affidavit ¶ 38-41 ("38. *Since leaving my employment with WWASP, I have been repeatedly threatened by WWASP through one of its lawyers. The threats have included statements that civil lawsuits will be filed against me for defamation in either Utah or Costa Rica, and WWASP will seek huge sums of money unless I agree to retract my confidential report to the protective services agency in Costa Rica (called the PANI) and agree to silence, by never again speaking of the abuse and neglect that I witnessed.* 39. JOE ATKIN (an employee of WWASP who admitted to acting on behalf of WWASP) recently stated to me that WWASP has a 'Swat Team' of lawyers in Utah who sue witnesses to convince the witnesses to shut up. 40. For example, in one email that I received from ATTORNEY J. RALPH ATKIN, on behalf of NARVIN LICHFIELD and the WWASP organization, it was stated that, 'Letters to the Ministry or to individuals that are none [sic] supportive of Dundee and Mr. Lichfield, places you in a very dangerous position.' The letter is clear that, according to WWASP, I am to 'Find solutions to perceived problems by working directly with Mr. Lichfield.'

(See email. dated April 22, 2003, as ATTACHMENT "A"). (Emphasis added.) 41. JOE ATKIN recently stated to me that 'WWASP is rich,' and it doesn't matter if WWASP is right because WWASP can afford to wear people down with lawsuits.'")

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Exhibit 44 01/12/2004 Email from Dwan Serrano to Robert Lichfield responding to Lichfield's request to Ken Kay for 10 items for Directors to complete to receive fee discount, including **filing suits against the major nay-sayers** and keeping *refunds to a minimum*).

Exhibit 53 Heidi Mock 03/14/2004 Statement **Pg 5 ¶ 21, 22** (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated "...[I was] coerced into signing a 'silence agreement' ... I fear retaliation from Robert Browning Lichfield, Karr Farnsworth or their agents for providing this Declaration."), **and Pg 2 ¶ 6** (... "Additionally, child abuse and neglect are not allowed to be discussed or reported by staff due to **fear of severe retaliation.**"), **and Pg 4 ¶ 16** ("... **but any attempts to report abuse or neglect at any of the WWASP programs to any outside government authority would have resulted in immediate termination, retaliation or a lawsuit by Lichfield, Farnsworth and others.**").

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

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

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

Exhibit 26 Teen Help's 08/03/2007 Notice letter to Plaintiffs in this case. ("*So your clients do not misunderstand the intent of this tender, Teen Help expects reimbursement for costs and attorney's fees paid to date in defense of this case, as well as arrangements for any attorney of your clients' choice to appear and defend Teen Help from this point forward. Should these parents fail to comply with their contractual commitments, Teen Help will pursue enforcement of the release and indemnity provisions of the contact at such time and in such manner as it deems appropriate. This mailer is important enough to Teen Help that resolution at this time is imperative.*")

18. When the media have criticized the WWASPS Enterprise by disclosing its fraudulent and abusive practices, the Enterprise has struck back with actual lawsuits against members of the media.

Exhibit 45 02/18/2004 WWASPS Conference Call with Robert Lichfield, Ken Kay with Directors of WWASPS schools (instructing Directors, *today*, to call all parents to have them email newspaper editor requesting support for the WWASPS schools).

Exhibit 48 Ken Kay's Proposal (Media Training for Robert Lichfield, Ken Kay, and Directors of the WWASPS programs/schools - the schools and WWASPS principals were to be trained/coached/filmed together on how they could deal with the bad media).

Exhibit 44 01/12/2004 Email from Dwan Serrano to Robert Lichfield responding to Lichfield's request to Ken Kay for 10 items for Directors to complete to receive fee discount, including filing suits *against the major nay-sayers* and keeping *refunds to a minimum*).

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

Exhibit 85- January 29, 2004 Email from Ken Kay (WWASPS) to James Wall (PR) and Others regarding reporter Houlahan getting information to a parent shows: concerted effort with a "*full-court press*" for public relations of Tranquility Bay and Academy at Ivy Ridge; Kay's reference that the information is unhealthy for "*all our families*".

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition - Acknowledging the incident and statement **189:10-190:20:**

Q. ... There was a period that when Ken Kay. I guess about a two-week period, when he was no longer employed by any of these companies he had previously been employed by Teen Help and ... there's a report in 'The Rocky Mountain News' that he is quoted as saying, during that two-week period ... referring to the people who are running WWASPS and the schools, 'These people are basically a bunch of untrained people who work for this organization so they don't have credentials of any kind ... we could be leading these kids to long-term problems that we don't have a clue about because we're not going about it in the proper way. How in the hell can you call yourself a behavior modification program, and that's one of the ways it's marketed, when nobody has the expertise to determine is this good, is this bad.' And do you remember reading that ... 2000 article...Do you remember reading that in the paper?

A. Yes.

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition - Acknowledging the incident and statement **189:10-190:20:**

Q. ... There was a period that when Ken Kay. I guess about a two-week period, when he was no longer employed by any of these companies he had previously been employed by Teen Help and ... there's a report in 'The Rocky Mountain News' that he is quoted as saying, during that two-week period ... referring to the people who are running WWASPS and the schools, 'These people are basically a bunch of untrained people who work for this organization so they don't have credentials of any kind ... we could be leading these kids to long-term problems that we don't have a clue about because we're not going about it in the proper way. How in the hell can you call yourself a behavior modification program, and that's one of the ways it's marketed, when nobody has the expertise to determine is this good, is this bad.' And do you remember reading that ... 2000 article... Do you remember reading that in the paper?

A. Yes

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition Acknowledging hiring Ken Kay within 2-3 weeks **191:1-19:**

Q. And then approximately two weeks later ... Mr. Kay was named as the president of WWASPS; correct?

A. ... Well, two weeks from what, from the article?

Q. ... two weeks from the time when he had left his previous employment at Teen Help he became president ... of WWASPS is what I'm asking about.

A. Oh, okay...it may be two, three weeks, something like that.

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

Exhibit 1 Marie Peart 07/22/2003 Affidavit ¶ 26 (“26. When the WWASP and CROSS CREEK employed me, my former husband (BLAIR PEART) and I [sic] were instructed and paid to keep girls in our basement due to the overcrowding. We did so in exchange for money, but we were not set up to handle troubled children or children with disabilities, nor did we have the training and education to do so. Sometimes we had as many as six girls in our unfinished basement. Other staff was also instructed by ROBERT LICHFIELD to house the children”).

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

Exhibit 50 Amberlyn Knight 07/25/2003 Affidavit ¶ 9-11: (“9. Throughout my three-year acquaintance with JOE ATKIN, he admitted many times that his father, ATTORNEY I. RALPH ATKIN, also set up off-shore bank accounts for his ‘clients’ and business partner, the WWASP. JOE ATKIN admitted that the purpose of many of the corporations that his father set up for the WWASP principles was to ensure the WWASP could not be held legally liable for abuses, or other problems, at the various children's facilities. JOE ATKIN referred to some of the WWASP companies set up by his father as ‘shell’ companies. 10. JOE ATKIN admitted that the children's programs were typically owned by another company outside of the country which, in turn, was owned by another company in yet another country which, in turn, would be owned by yet another company in Scotland or somewhere else in the British Isles. 11. JOE ATKIN admitted that DUNDEE RANCH ACADEMY (technically, ACADEMIA RANCHO DUNDEE) in Costa Rica was owned by a foundation in Panama, which was set up by ATTORNEY J. RALPH ATKIN sometime during the year 2002”).

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 13:15-14:18 (He confirms that his brother, Narvin Lichfield told the media: “The reason for the convoluted ownership situation is to shield Bob Lichfield from liability.” And that he spoke with his brother about the statement made to the media).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 4 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “Although little companies were being set up by Lichfield, I can attest from my experiences and observations that Robert Browning Lichfield was running the entire WWASP-affiliated conglomerate of companies and driving the decisions.”).

25. The WWASPS Enterprise, and particularly the Enterprise principals, have gone to great lengths to conceal the nature of their concert of actions by frequently, both before and after the wrongful conduct alleged herein, and since this lawsuit was filed, destroying, altering, and revising various layers of business structure.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 4 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*Although little companies were being set up by Lichfield, I can attest from my experiences and observations that Robert Browning Lichfield was running the entire WWASP-affiliated conglomerate of companies and driving the decisions.*”).

Exhibit 9 Ken Kay 06/17/2009 Deposition 121:19-123:6:

A. ... *We had an actual incident ... people came and went through a dumpster at ... our office ... we reinvigorated and restressed that once you were done with a matter, destroy it ... we were very, very careful to shred ... I mean, it was a need-to-know basis ... we stressed with all of the schools and everybody continually ... when you're done with information, shred it. Don't just tear it up and throw it away, but shred ... that's what we did.*

Exhibit 77 07/15/2003 James Wall Confirmation Letter to Ken Kay (with Draft Recommendations, references “*WWASPS organization*”, “*WWASPS Programs*”, “*WWASPS parents and former students*”, “*WWASPS-affiliated schools*”, “*WWASPS' system*”, “*WWASPS schools*”, “*WWASPS marketing materials*”, “*WWASPS-produced training and staff procedure manual*”, “*WWASPS policies*”, “*WWASPS-wide*”, “*WWASPS as Policing Body*”, “*WWASPS' marketing communications*”, “*Currently, WWASPS marketing materials usually begin with parent testimonials*”, “*By actively disclosing more information ... WWASPS will diffuse the surprise shock that some parents and students feel when their children endure consistent punishment or fail to move up in the program*”, “*A large part of WWASPS marketing tactics involves word-of-mouth references. Those who referred another family receive one free month of tuition for their own teen ... WWASPS should take steps to make the candidacy of new students for the program a more objective, systemized process...*”, Wall working for WWASPS in public relations capacity on Spring Creek Lodge in Montana, “*Tranquility Bay in Jamaica [WWASPS affiliate]*”, and “*Cross Creek Manor in Utah [original WWASPS school]*”).

26. This has been evidenced in part by the frequent changes in names for the same entity, providing the same service with the same owners.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 4 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*Although little companies were being set up by Lichfield, I can attest from my experiences and observations that Robert Browning Lichfield was running the entire WWASP-affiliated conglomerate of companies and driving the decisions.*”).

27. For example, in a period of only about ten years, Defendants R&B Billing, Inc. was changed to R&B, LLC. There were Utah Companies that became National Contract Services, Inc., a Nevada corporation, which became Cross Creek Outsource Services, which has now

become Amalfi Coast, LLC, all owned by Enterprise principals, Lichfields and/or Facer, and all performing essentially the same functions for the Enterprise.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 4 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*Although little companies were being set up by Lichfield, I can attest from my experiences and observations that Robert Browning Lichfield was running the entire WWASP-affiliated conglomerate of companies and driving the decisions.*”).

Exhibit 38 09/13/2004 Email from Robert Lichfield to Blaine Larsen, manager of National Contracting Services with instruction by Robert Browning Lichfield to move \$10,000 from a National Contracting Services’ bank account into a Sky View Academy bank account).

28. During the relatively short period of time that the WWASPS Enterprise has existed, it has created literally hundreds of separate and distinct companies and partnerships within the Enterprise. It is a virtual spider web of an ever-changing landscape.

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 4 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*Although little companies were being set up by Lichfield, I can attest from my experiences and observations that Robert Browning Lichfield was running the entire WWASP-affiliated conglomerate of companies and driving the decisions.*”).

Exhibit 82 - January 8, 2004 Email from James Wall (PR) to Ken Kay (WWASPS) shows: observation statement to Kay that: “*It is very evident that your board is very apt to chop and change names and structures within the system.*”

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

Exhibit 14 Robert Browning Lichfield 12/04/2003 Deposition **46:6-47.7:**

Q. We talked yesterday about the location or address of WWASP. Tell me that again, would you please.

A. I don't know the actual location. I mean, I can drive there, but if you asked me to send them a letter, I would have to call them.

Q. Is it fair to say that Teen Help is in the building that's right next door?

A. Yeah. Now, they're separate buildings, you understand that, I guess.

Q. I understand that.

A. But I think they are located in approximately –

Q. And R&B Billing is also located in that same area too?

A. I think they're in that same building complex, in a different building.

Q. How many doors away from WWASP and Teen Help is R&B Billing?

A. I believe -- this is -- I don't recall it that well. But I hardly ever go over there. I would guess maybe one door away from WWASP and two from Teen Help, I would think.

Q. So is R&B on one side and then you've got WWASP in the middle and then you've got Teen Help on the other side?

A. Correct.

Exhibit 17 Kevin Richey 12/21/2005 Deposition 81:12-82:14 (*Teen Help and WWASPS shared the same database of all WWASPS School students' information, which was on the same computer server and network*).

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

Exhibit 31 02/10/2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals (Monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa By The Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help/Jean Foye working with National Contracting Services/Blaine Larsen and using their computer because Larsen's office is next door to Teen Help).

Exhibit 65 03/18/1999 Meeting Minutes of Dixie Contract Services, LLC (with Waiver Robert Lichfield, General Partner of RBL #1, Ltd, and Brent Facer, General Partner of BMF #1, Ltd. in Jean Schuller [Foye], Manager of Dixie Contract Services also present; reports that services provided by Dixie Contract Services have been transported to a Nevada Company).

Exhibit 17 Kevin Richey 12/21/2005 Deposition **13:17-19:**

A. Ken Kay's office was in the same office building with Teen Help and so [saw him] virtually every day.

and at 45:13-15:

A. When I started with Teen Help, our offices were located in the Brightway Adolescent Hospital, and Jay Kay had an office there also.

31. In addition, the WWASPS Enterprise had knowledge of, and experience with off shore bank accounts, which were used for some of the schools such as Tranquility Bay in Jamaica.

Exhibit 50 Amberlyn Knight 07/25/2003 Affidavit ¶ 7-10 (“7. In addition to base salary and bonuses, NARVIN LICHFIELD stated that ‘as an added benefit’ he was offering the services of the WWASP lawyer, J. RALPH ATKIN, who would set up an off-shore bank account for me, to evade the required payment of U.S. income taxes. NARVIN LICHFIELD explained that the off-shore account would effectively increase my salary by approximately 30 percent. 8. ... I was paid in cash by the WW ASP through inter-continental bank transfers originating from the State of Utah...9...JOE ATKIN ...admitted many times that his father, ATTORNEY 1. RALPH ATKIN, also set up off-shore bank accounts for his ‘clients’ and business partner, the WW ASP. JOE ATKIN admitted that the purpose of many of the corporations that his father set up for the WWASP principles was to ensure the WW ASP could not be held legally liable for abuses, or other problems, at the various children's facilities. JOE ATKIN referred to some of the WWASP companies set up by his father as ‘shell’ companies. 10. JOE ATKIN admitted that the children's programs were typically owned by another company outside of the country which, in turn, was owned by another company in yet another country which, in turn, would be owned by yet another company in Scotland or somewhere else in the British Isles”).

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

Exhibit 2 Robert Browning Lichfield 06/18/2009 Deposition 13:15-14:18 (He confirms that his brother, Narvin Lichfield told the media: “The reason for the convoluted ownership situation is to shield Bob Lichfield from liability.” And that he spoke with his brother about the statement made to the media.).

Exhibit 37 11/17/2004 Email from Jean Foye to Robert Lichfield (Admissions Meeting Notes of 11/17/04 warning of \$250, \$500, then \$1000 fines for giving parents information about “*our inner workings*” consisting of commissions, who gets the loans, etc.).

Exhibit 53 Heidi Mock 03/14/2004 Statement Pg 1 ¶ 4 (She was the former Education Administrator hired by Robert Browning Lichfield for WWASPS, Browning Schools and Cross Creek Schools, and stated “*Although little companies were being set up by Lichfield, I can attest from my experiences and observations that Robert Browning Lichfield was running the entire WWASP-affiliated conglomerate of companies and driving the decisions*”).

Exhibit 50 Amberlyn Knight 07/25/2003 Affidavit ¶ 7-10 (“7. *In addition to base salary and bonuses, NARVIN LICHFIELD stated that ‘as an added benefit’ he was offering the services of the WWASP lawyer, J. RALPH ATKIN, who would set up an off-shore bank account for me, to evade the required payment of U.S. income taxes. NARVIN LICHFIELD explained that the off-shore account would effectively increase my salary by approximately 30 percent. 8. ... I was paid in cash by the WWASP through inter-continental bank transfers originating from the State of Utah...9...JOE ATKIN ...admitted many times that his father, ATTORNEY J. RALPH ATKIN, also set up off-shore bank accounts for his ‘clients’ and business partner, the WWASP. JOE ATKIN admitted that the purpose of many of the corporations that his father set up for the WWASP principles was to ensure the WWASP could not be held legally liable for abuses, or other problems, at the various children's facilities. JOE ATKIN referred to some of the WWASP companies set up by his father as ‘shell’ companies. 10. JOE ATKIN admitted that the children's programs were typically owned by another company outside of the country which, in turn, was owned by another company in yet another country which, in turn, would be owned by yet another company in Scotland or somewhere else in the British Isles*”).

VII.

CONCERT OF ACTION

1. Plaintiffs incorporate by reference as if set forth at length herein all previous facts and allegations set forth above, and assert that all the Defendants named herein are jointly and severally liable for acts and/or omissions under the legal doctrine of concert of action.
2. Each Defendant acted in concert to a common design with the other Defendants and rendered substantial assistance to the other Defendants through their role or integral function in the “WWASPS Enterprise” residential school business to accomplish a tortious result which caused injury to Plaintiffs.
3. To the extent the Defendants acted in concert, they are liable herein, and Plaintiffs assert liability and seek damages from all Defendants both jointly and severally.

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

1. **Defendant World Wide Association of Speciality Programs and Schools, Inc.** (“WWASPS”), one of several companies and partnerships used by the Lichfields and Facer to promote and facilitate the scheme complained of herein. Used for marketing, public relations, and general coordination of activities.
2. **Defendant World Wide Association of Speciality Programs and Schools, L.L.C.**, one of several companies and partnerships used by the Lichfields and Facer to promote and facilitate the scheme complained of herein. Used for marketing, public relations, and general coordination of activities.
3. **Adolescent Services International, Inc.**, located at 87 North 200 East, St. George, UT, conducted marketing for the “WWASPS” Enterprise.”
4. **Adolescent Services, Inc. a/k/a Adolescent Services International Transport**, located at 87 North 200 East, St. George UT, conducted marketing for the “WWASPS Enterprise’ Schools.
5. **AMALFI Coast Investments, Ltd.**, located in St. George, Utah, owned by the Robert Lichfield Family and used to receive and pass through funds from other Robert Lichfield companies.
6. **BMF #2, Ltd.**, located in Utah (Trustee/owner of Teen Help, Inc. And Teen Help, L.L.C.).
7. **BMF #1, Ltd.**, located in Utah (conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).

8. **BMF Investments, L.L.C.** is located in St. George, Utah (conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).
9. **BMF Management, L.L.C.** is located in St. George, Utah (conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).
10. **BMF, Inc.**, located in Utah (Trustee/owner of Teen Help, Inc.).
11. **Brent M. Facer** of St. George, Utah, a principal and involved in all parts of the WWASPS Enterprise, as described herein.
12. **Brightway Adolescent Hospital**, located in La Verkin, Utah, was an admissions hospital for the “WWASPS” Enterprise.”
13. **Browning Academy, Inc.**, located at 1240 E 100 S Ste 9, St. George, Utah (owns the student loan registration for student loan applications at any “WWASPS Enterprise” school and conducted part of the management of the business dealings of the “WWASPS Enterprise” schools).
14. **Casa by the Sea**, located in Ensenada, Mexico (a “WWASPS Enterprise’ associated-in-fact residential school).
15. **Company Support Services, L.L.C.**, located in Utah (was successor to Optimum Billing and conducted accounting services for the “WWASPS Enterprise” and each individual “WWASPS Enterprise” school).
16. **Cross Creek Center for Boys, L.L.C.**, located in La Verkin, Utah (a “WWASPS Enterprise” residential school).
17. **Cross Creek Manor, L.L.C.**, located in La Verkin, Utah (a “WWASPS Enterprise” associated-in-fact residential school).
18. **Cross Creek Program d/b/a Cross Creek Admissions**, located at 150 N State St., La Verkin, Utah (conducted loan assistance and marketing).

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

30. **Morava Academy**, located in the Brno, Czech Republic (a “WWASPS Enterprise” associated-in-fact residential school).
31. **National Contracting Services, Inc.**, located in Nevada (received and disbursed money between parents, principals, and schools).
32. **Narvana Resources, L.L.C.**, located in Utah (owned by Robert Lichfield and received and disbursed money between parents, principals, and schools).
33. **Optimum Billing Services, L.L.C.**, located in Utah (successor after R&B Billing, L.L.C., and conducted accounting services for the “WWASPS Enterprise”).
34. **Pacific View Retreat**, located in Mexico (a “WWASPS Enterprise” associated-in-fact residential school).
35. **Paradise Cove**, located in Western Samoa (a “WWASPS Enterprise” associated-in-fact residential school).
36. **Patricia E. Lichfield** (owner of property for Spring Creek Academy, a principal in the “WWASPS Enterprise,” as described hereafter).
37. **Peacox Enterprises, L.L.C.**, located in St. George, Utah (property managers and/or owners of school properties).
38. **Premier Educational Systems, L.L.C.**, located in St. George, Utah (provided marketing, and academics for the “WWASPS Enterprise”).
39. **R & B Billing, L.L.C.**, located in St. George, Utah (conducted accounting services for the “WWASPS Enterprise” and its schools).
40. **R & B Management Group, L.L.C.**, located in St. George, Utah (provided management operations for the “WWASPS Enterprise”).

41. **RBL #1, Ltd.**, located in St. George, Utah (owner in Dixie Contract Services, L.L.C.; also owned percentages of some school properties).
42. **RBL #2, Ltd.**, located in Pleasant Grove, Utah (trustee/owner of Teen Help, Inc. and Teen Help, L.L.C.).
43. **RBL Management, L.L.C.**, located in St. George, Utah (owner of RBL #1).
44. **RBL, Inc.**, located in Utah (trustee/partial owner of Teen Help, Inc.).
45. **Red River Academy, L.L.C.**, located at 2810 Hwy 71 South, LeCompte, Louisiana (a “WWASPS Enterprise” residential school).
46. **Red River Outsource Services, L.L.C.**, located in Utah (received and disbursed money between parents, principals, and schools).
47. **Red Rock Academy**, located in Utah (predecessor of Cross Creek Center for Boys, L.L.C., a “WWASPS Enterprise” residential school).
48. **Red Rock Springs, L.C.**, located in Utah (a “WWASPS Enterprise” residential school).
49. **Robert B. Lichfield** of Utah, a principal in the WWASPS Enterprise and founder of WWASPS, as described herein).
50. **Robert Browning Lichfield Family Limited Partnerships** (partnership that owned Carolina Springs Academy property and was an ultimate recipient of WWASPS Enterprise money).
51. **Spring Creek Lodge, L.L.C., also d/b/a Spring Creek Admissions**, located in Thompson Falls, Montana (a “WWASPS Enterprise” residential school).
52. **Sunrise Beach**, located in Cancun, Mexico (a “WWASPS Enterprise residential school).

53. **Teen Help, L.L.C.**, located in Utah (one of several companies and partnerships used by Lichfield and Facer to promote marketing and facilitate the scheme complained of herein), and

54. **Tranquility Bay**, located in Calabash Bay, Jamaica (a d/b/a of The Caribbean Centre for Change, LTD., and a “WWASPS Enterprise” residential school).

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

6. “WWASPS Enterprise” was designed and intended to control every aspect of soliciting, marketing, contracting, collecting money, assigning and transferring, housing and controlling students in the “WWASPS Enterprise” student residential international program.

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

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

VIII

SINGLE BUSINESS ENTERPRISE

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

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

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

Narvin Lichfield, brother of Defendant Robert B. Lichfield, conducted the daily operations of Carolina Springs Academy in South Carolina, and then transferred to Dundee Ranch Academy in Costa Rica, and is the Registered Agent for Adolescent Transport Services International and for Red Rock Academy, now known as Cross Creek, and Cross Creek Manor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- e) Common / shared addresses: As indicated above in Section VI-C at Paragraph 26.
- f) Common business purpose: All Defendants were marketing and soliciting students for the "WWASPS Enterprise" residential schools.

All Defendants profited by the flow of parents' money into the WWASPS Enterprise through the various functions they claimed to perform, as previously described in Section VI.

- g) Common profits: All Defendants shared common income and profits from the activities of the Enterprise, as they sliced out their piece of the parents' payments through management and service contracts, referral fees, compensation, and profits, which they had jointly generated, as described above.

IX

ALTER EGO

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

contracts with these individuals. Defendants Robert Lichfield and Brent Facer engaged in some or all of following acts:

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

X.

JOINT VENTURE

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

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

- c. Defendants' resources were integrated for a common business.
 - d. There was control from the top down within this single Enterprise by the Enterprise principals, as described above.
2. Many of the details of the complained of concert of action, joint business enterprise, joint venture and alter ego are within the exclusive control of and concealed within the Defendants' own records and knowledge and, without discovery, cannot at this time, be better described by Plaintiffs.

XI.

BREACH OF FIDUCIARY DUTY

1. Plaintiffs incorporate herein all their prior paragraphs and state: The joint Defendants comprising the "WWASPS Enterprise," and each of the individual schools, owed the student Plaintiffs, who were entrusted to their care, the highest duty of trust and confidence and was required to act in their best interest.
2. The schools' actions and inactions, described herein, violated that relationship when they failed to act with the highest degree of trust and confidence to protect the student Plaintiffs from physical, emotional, mental, and sexual abuse.
3. As minors, unable to care for or make decisions for themselves, and entrusted in the care of the schools named herein, as to each student Plaintiff, these Defendant schools owed a fiduciary duty.
4. By failing to take steps to prevent, detect, and minimize the harm from the incidents of abuse suffered by each student Plaintiff, as described herein, named schools and the principal Enterprise Defendants breached their fiduciary duty to student Plaintiffs.
5. Because all the Defendants named in this case acted jointly as the WWASPS Enterprise, they are all jointly liable for the tortious conduct of the individual schools.

XII.

CONSPIRACY AND FRAUDULENT CONCEALMENT

1. Plaintiffs incorporate herein all their prior paragraphs and state:
2. During the times complained of herein, Defendants all jointly acted in concert with the other Defendants in a pattern and practice to fraudulently conceal the extent and nature of the relationships between them as described above in Sections VI and VII of this Complaint.
3. Defendant members of the WWASPS Enterprise, either individually or through their owners and agents, knew of the physical, emotional, mental and sexual abuse occurring at its boarding schools, but have fraudulently concealed from parents and others through the present day.
4. Defendants have also acted in concert to fraudulently conceal the fact that Defendants engaged in a pattern and practice of stealing the value of student Plaintiffs' labor, forcing them to work several hours per day for the duration of their attendance at the boarding schools, without any compensation whatsoever.
5. Defendants herein entered into a civil conspiracy to act in concert, accompanied by a meeting of the minds regarding concerted action, the purposes of which were to suppress and minimize public knowledge of the rampant physical, emotional, mental, and sexual abuse of minor children in the boarding schools by teachers, supervisors, and staff, and to take a uniform position and approach of denial as to the handling of reports of abuse.
6. This ongoing conspiracy and concert of action was carried out by Defendants and the WWASPS Enterprise to fraudulently conceal the fact that Defendants have committed acts of negligence, gross negligence, misrepresentations, fraud and the other wrongful conduct described herein, and have engaged in concerted action to commit such wrongful acts.

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

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

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

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

11. The “WWASPS Enterprise” together with its owners, officials, and each individual Defendant school, as pleaded herein, also engaged in a conspiracy to avoid the prosecution of teachers, supervisors, and staff to cover up the physical, mental, emotional, and sexual abuse of minor children suffered in their boarding schools, and the theft of the value of student Plaintiffs’ work and educational opportunity.

12. The purpose of this conspiracy was to prevent criminal prosecution, avoid adverse publicity, prevent claims for damages by the numerous children victims and their parents, and to

avoid exposure of this conspiracy designed to conceal the claims arising from the crimes of these teachers, supervisors, and staff.

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

XIII.

WRONGFUL AND ACTIONABLE CONDUCT OF DEFENDANTS

1. Plaintiffs incorporate herein all their prior facts and allegations and state: The actionable conduct described in this Section, unless stated otherwise, is alleged against all the Defendants for both their individual acts and omissions as well as their joint conduct acting in concert within the WWASPS Enterprise.

2. The individual Defendant school directly involved in the infliction of abuse on the student is identified by the student in his or her special statement of facts in has been previously provided to Defendants or that will be provided to each Defendant whom requests it.

3. The individuals and individual Defendants directly responsible for material misrepresentation of facts to parents are identified by each parent Plaintiff has been previously provided to Defendants or that will be provided to each Defendant whom requests it.

A.

NEGLIGENCE AND RESPONDENT SUPERIOR

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

2. In addition to each Plaintiff’s individual allegations of neglect, as described in their special statements, the Defendants collectively and jointly acted through the WWASPS Enterprise in

breach of their duty to Plaintiffs, for which they are jointly and, where applicable, individually liable to each described Plaintiff.

3. The WWASPS Enterprise and the residential school administrations hired and supervised the directors, teachers, supervisors, and staff at the various “WWASPS Enterprise” schools and facilities.

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

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

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

7. The “WWASPS Enterprise” and its schools failed to establish written and effective guidelines and procedures to safeguard the children entrusted to it.

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

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

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

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

12. The “WWASPS Enterprise,” and in particular its schools, failed to notify state and governmental authorities of known and suspected abuse when in many instances, it was required by law they do so.

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

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

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

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

17. The WWASPS Enterprise’s conduct and the conduct of its schools were negligent in their policy to have students who had advanced in the program to higher levels sometimes appointed

to indoctrinate and direct new students or less advanced students, while Defendants knew and encouraged advanced level students to psychologically, physically, and sexually abuse other students.

a.

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

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

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

- a. Where a Student Plaintiff in this case was separated from his or her parents against their will, and without authority of judicial review, the school and WWASPS Enterprise were negligent.
- b. In not permitting direct contact with one or both parents on a regular basis.
- c. In refusing to consider the views of the child in matters affecting the child.
- d. In not allowing the child freedom of expression by subjecting the child to arbitrary interference with his or her privacy.
- e. By subjecting the child to forms of physical and mental violence, injury or abuse, neglect or negligent treatment, maltreatment, and sexual abuse.
- f. By failing to identify, report, investigate, and follow up on instances of child maltreatment.
- g. By failing to provide adequate and special assistance to children with emotional and physical disabilities.

- h. By failing to provide the highest attainable standards of health and facilities for the treatment and rehabilitation of the health of children.
- i. By failing to ensure provisions for necessary medical assistance and health care to the children.
- j. By failing to provide nutritious food and clean drinking water.
- k. By failing to assure periodic reviews of the care being provided to the children and of all other circumstances relating to their placement.
- l. By failing to recognize the right of every child to an education.
- m. By failing to take measures to assure regular attendance at schools.
- n. By failing to administer school and educational discipline in a manner consistent with the child's human dignity and in conformity with the "Convention on the Rights of the Child."
- o. By failing to assure that the education of the child was directed to the development of the child's personality, talents, and mental and physical abilities to the fullest potential.
- p. By failing to assure that the education given in the facilities and schools conformed to the minimum standards that were laid down by the states.
- q. By failing to recognize the right of the child to rest and leisure, to engage in play and recreational activities appropriate to the age of the child, and to participate freely in cultural life.
- r. By exploiting the child in requiring them to work that interfered with the child's education or was harmful to the child's health or physical, mental, spiritual, moral or social development.

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

3. The "WWASPS Enterprise" conduct and, in particular, the individual schools' conduct as described herein constituted a breach of their duty toward student Plaintiffs and they were negligent and a proximate cause of the Plaintiffs' damages.

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

5. All neglect described in this Section and that neglect described in each student's statement was a proximate cause of injury to the student.

B.

ACTUAL AND CONSTRUCTIVE FRAUD

1. Plaintiffs incorporate by reference all of the above stated allegations and state:
2. As fiduciaries of student Plaintiffs, Defendants, individually and collectively, acting through the WWASPS Enterprise, owed a duty to parents to inform parent Plaintiffs of the facts:
 - (a) that the schools operated by said Defendants frequently were staffed by unqualified individuals;
 - (b) that the schools did not contain sufficient staffing to prevent, detect, and minimize the effects of incidents of abuse;
 - (c) that student Plaintiffs were being used for child labor;
 - (d) that the schools were below the child safety standards that would reasonably be anticipated;
 - (e) that education of their children would be minimal to non-existent;
 - (f) that their children would not receive high school diplomas or transferrable credits; and
 - (g) that their children may be harmed by the methods used to teach and discipline their children.
3. As shown in the parent Plaintiffs' individual statement of complaints, none of the above disclosures were made to the parent Plaintiffs.
4. Because the stated adverse facts were true, relevant, and the absence of these adverse facts was relied on by parents, the Defendants had a duty to disclose these conditions.

5. By reason of the failure to make these disclosures to Plaintiffs, and the resulting detrimental reliance thereon, Defendants, individually and the WWASPS Enterprise collectively, are guilty of actual and constructive fraud. The misrepresentations, and misrepresentations by silence, who made them, and the approximate times they were made are set out as to each Plaintiff Parent's statement previously provided to Defendants, or will be provided upon request.

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

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

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

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

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

11. Upon information and belief, the Defendants knew when they made these representations to the parents that they were false or at least misleading statements made to induce the

parents to place and maintain their children in the Defendant facilities in order to secure the monthly fees that the parents paid.

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

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

14. Parent Plaintiffs allege this cause of action against individual Defendants with whom they dealt, as identified in the Parent information statements previously provided to Defendants and which will again be provided to Defendants on their request, as well as jointly the entire WWASPS Enterprise Defendants.

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

C.

BREACH OF CONTRACT/BREACH OF WARRANTY

1. Plaintiffs incorporate herein all the foregoing facts and allegations previously stated and state:
2. The Defendants named in this suit, operating jointly in a concert of action, referred to herein as the WWASPS Enterprise, collectively induced parents to enter into contractual arrangements to place their children in the WWASPS organization's schools.
3. Plaintiff parents did not speak with or communicate with all the named Defendants but all Defendants assisted in a concert of action for which they are jointly liable for the breach of contracts and breach of warranty complained of.
4. The specific Defendants that the individual Plaintiff parents did have communications with are identified in each of their parent information sheets previously provided to Defendants, and which will again be provided upon request.
5. The Defendants named herein accepted student Plaintiffs into the schools operated by them and collected payment from parent Plaintiffs for school tuition, room and board, and "treatment."
6. Defendants did, by both their conduct and verbal statements, expressly and impliedly agree and warrant, in exchange for valuable consideration, to provide good quality child care, schooling, education, treatment, and boarding services in a safe, nurturing environment.
7. Defendants promised that student Plaintiffs would, among other things, not be intentionally or negligently harmed, would receive an education, and would have improved emotional and psychological health, and would experience safe behavior modification treatment.
8. Parent Plaintiffs relied on the claims of Defendants that their children would be well cared for and properly educated in exchange for payments of money to Defendants.

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

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

D.

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

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

2. Plaintiffs assert that Defendant WWASPS Enterprise and individual Defendants named in this suit, acting together and in concert, are liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 321, under the legal doctrine of failure to act when their prior conduct is found to be dangerous. Under this doctrine, if an actor does an act, and subsequently realizes or should realize that he has created an unreasonable risk of causing physical harm to another, he is under a duty to exercise reasonable care to prevent that risk from taking effect.

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

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

E.

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

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

2. Plaintiffs further assert that Defendant WWASPS Enterprise and the individual Defendants, acting together, and in a concert of action, are jointly liable for acts and/or omissions pursuant to the Restatement (Second) of Torts, § 322, under the legal doctrine of duty to aid another harmed by an actor's conduct.

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

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

5. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in the complaint summaries previously provided to Defendants, as well as all the named Defendants acting jointly as the WWASPS Enterprise.

F.

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

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

2. Because they acted jointly and in concert, student Plaintiffs assert this cause of action against all the named Defendants in this suit, as well as individually against the schools specifically identified by Plaintiffs herein in their complaint summaries previously provided to Defendants.

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

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

5. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in their complaint summaries previously provided to Defendants, as well as the entire WWASPS Enterprise Defendants.

G.

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

1. Student Plaintiffs incorporate by reference as if set forth at length herein all previous allegations set forth above, and assert that Defendant WWASPS Enterprise and all the Defendants acting in concert, as the “WWASPS Enterprise,” are liable for actions and/or omissions pursuant to Restatement (Second) of Torts, Section 302B, under the legal doctrine of negligent assumption of risk of intentional or criminal conduct:

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

Restatement (Second) of Torts, Section 302B.

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

3. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in their complaint summaries previously provided to Defendants, as well as all the entire WWASPS Enterprise Defendants.

H.

**NEGLIGENT MISREPRESENTATION
INVOLVING RISK OF PHYSICAL HARM**

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

- (1) One who negligently gives false information to another is subject to liability for physical harm caused by action taken by the other in reasonable reliance upon such information, where such harm results
- (a) to the other, or

(b) to such third persons as the actor should expect to be put in peril by the action taken.

(2) Such negligence may consist of failure to exercise reasonable care

(a) in ascertaining the accuracy of information, or

(b) in the manner in which it is communicated.

Restatement (Second) of Torts, Section 311.

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

3. However, Defendants’ negligently failed to ascertain and apprise Plaintiffs of the propensity of Defendant schools to physically, emotionally, mentally, and sexually abuse children.

WWASPS Enterprise collectively and the other individual Defendants’ representations that the offending teachers, supervisors, and staff were not dangerous to children placed student Plaintiffs in peril, and caused them injury.

4. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in the student complaint summaries previously provided to Defendants, as well as the Defendants jointly who acted in concert in the WWASPS Enterprise.

I.

BATTERY

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

2. Student Plaintiffs assert that the Defendant WWASPS Enterprise and named individual Defendants identified in the student complaint summaries previously provided to Defendants, acting together as the “WWASPS Enterprise,” are jointly and individually liable for acts

and/or omissions under the legal doctrine of battery, which states that an actor is subject to liability to another for battery if (a) he acts intending to cause a harmful or offensive contact with the person of the other or a third person, or an imminent apprehension of such a contact, and (b) a harmful contact with the person of the other directly or indirectly results. 3. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in the student complaint summaries previously provided to Defendants, as well as the entire WWASPS Enterprise Defendants, who acted jointly.

J.

ASSAULT

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

2. Student Plaintiffs assert that the Defendant WWASPS Enterprise and the specific identified Defendants, identified in the student complaint summaries previously provided to Defendants, acting together as the “WWASPS Enterprise,” are liable jointly and individually for acts and/or omissions under the legal doctrine of assault, which provides that an actor is subject to liability to another for assault if his conduct is (a) an attempt, with unlawful force or violence, to do bodily injury to another; (b) a threat, accompanied by a show of immediate force or violence, to do bodily injury to another; or (c) an act, committed with unlawful force or violence, that causes bodily injury to another or creates a substantial risk of bodily injury to another.

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

4. Student Plaintiffs allege this cause of action against both individual schools they attended as identified in the student complaint summaries previously provided to Defendants, as well as jointly against the entire WWASPS Enterprise Defendants.

K.

FALSE IMPRISONMENT

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

2. Student Plaintiffs assert that the Defendant WWASPS Enterprise and the individual specified Defendants identified in the student complaint summaries previously provided to Defendants, and acting together as the WWASPS Enterprise,” are jointly and individually liable for acts and/or omissions under the legal doctrine of false imprisonment.

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

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

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

L.

VIOLATIONS OF THE UTAH TRUTH IN ADVERTISING ACT

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

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

2. The WWASPS Enterprise; and individual schools as identified by parents in each of their statement of facts and claims, previously provided to Defendants, and which will again be

provided at Defendants' request, including; Teen Help, Inc. and Teen Help, LLC; WWASPS, Inc., WWASPS, LLC, Lifetime Family Services, Cross Creek Admissions, and Spring Creek Admissions, violated one or more of the provisions of Section 13-11a - 3(1)(b), (c), (l), (g), and (t) of the Utah Code.

3. Notice as required by this Code has been previously given to the WWASPS Enterprise, by and through notice to Cross Creek, WWASPS and Teens in Crisis. WWASPS is a primary marketing facilitator and coordinator of all the marketing services complained of herein. The noticed Defendants acted individually and jointly with and as agents for and on behalf of the WWASPS Enterprise in its concert of action.

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

M.

GROSS NEGLIGENCE AND EXEMPLARY DAMAGES

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

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

3. Actions and omissions of the "WWASPS Enterprise" collectively and named Defendants, individually at the time and on the occasions in question, are the result of willful and malicious or intentionally fraudulent conduct to bilk parent Plaintiffs out of their money, and pursuant to Utah Code Ann. § 78-18-1, parents are also entitled to recover exemplary damages.

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

N.

INTEREST ON SPECIAL DAMAGES

1. Plaintiffs incorporate by this reference all paragraphs of Sections above as though fully set forth below.

2. Pursuant to Utah Code 1953 §78B-5-824, Plaintiffs are entitled to receive interest from the date of the incident on all special damages that have been or will be incurred as a result of their injuries.

3. As a proximate result of Defendants' conduct, Plaintiffs have been compelled to expend sums of money for medical care and treatment and will continue to have to do so in the future in an amount to be determined at trial.

XIV.

DAMAGES AS TO EACH STUDENT PLAINTIFF

1. Descriptions of some damages suffered by student Plaintiffs are set out in each Student's claim summaries previously provided to Defendants. Their damages also include, but are not limited to, the following:

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

3. Plaintiffs have 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.

4. Plaintiffs have experienced both physical and psychological pain and suffering and mental anguish in the past and in all reasonable probability will sustain physical and psychological pain and suffering in the future as a result of their injuries.

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

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

7. The instances of child forced labor, as described in the student complaint summaries previously provided to Defendants, injured Plaintiffs in their property because they were robbed of the value of their forced child labor at the boarding schools, as well as the value of even a minimally sufficient education, and the loss of past and future earnings because of the injuries they incurred at the Defendants' schools.

8. Plaintiffs seek restitution for their actual damages in an amount to be shown according to proof.

9. Student Plaintiffs seek punitive damages from the individual schools inflicting their abuse and from the WWASPS Enterprise principals identified herein in an amount to be shown according to proof in order to punish and deter the outrageous conduct taken in heedless and reckless disregard for the safety of Plaintiffs, and as a result of Defendants' conscious indifference to the rights, welfare and safety of Plaintiffs in violation of the laws of the State of Utah and other jurisdictions where Plaintiffs were confined.

STUDENT FACTS AND CLAIMS INDEX

A. This material has been provided to Defendants in the Sixth Amended Complaint previously pending in the United States District Court for Utah, Civil Action No.: 06-cv-708, and was filed in this case on 12/17/2012. For the 2 new Students added to this case, their specific facts and claims will be sent to each Defendant on their appearance herein.

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XVI.

DAMAGES AS TO EACH PARENT PLAINTIFF

Individual parents’ damages are set out in the parent claim sheets already provided to Defendants. Additionally, their damages include, but are not limited to, the following:

1. Plaintiff parents seek restitution for their actual damages in an amount to be shown according to proof.

2. For Defendants’ gross negligence and fraudulent concealment, Plaintiffs’ parents seek punitive damages.

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

XVII.

PARENT FACTS AND CLAIMS INDEX

A. This material has been provided to Defendants in the Sixth Amended Complaint previously pending in the United States District Court for Utah, Civil Action No.: 06-cv-708, and have been filed in this case on 12/17/2012. For the 2 new Parents added to this case, their specific facts and claims will be sent to each Defendant on their appearance herein.

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3.	Karen Burnett	Parent Page 15
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10.	Marcie Delgado	Parent Page 89
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12.	Laura Gillings	Parent Page 118
13.	Cristine Gomez	Parent Page 120
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17.	James Griffin	Parent Page 210
18.	Lon Hoffman	Parent Page 213
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23.	Teresa Jackson	Parent Page 242
24.	Denise Johnston	Parent Page 252
25.	Jonathan Walmsley	Parent Page 256
26.	Julie Krucek	Parent Page 258
27.	Sheila Lai	Parent Page 271
28.	Sally Lapica	Parent Page 277
29.	Intentionally Left Blank	Parent Page 278
30.	Charles Lee	Parent Page 278
31.	Joanne Lehnhardt	Parent Page 290
32.	Thyri Magnus	Parent Page 298
33.	Daniel Milliken	Parent Page 302
34.	Sandra Milliken	Parent Page 308
35.	Donald Rawson	Parent Page 314

36.	Sharon Rawson	Parent Page 325
37.	Debra Rohzen	Parent Page 336
38.	Eric Rohzen	Parent Page 347
39.	Richard Romero	Parent Page 358
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55.	Carol Wright	Parent Page 504
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57.	John Conor	Parent Page 518
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59.	Jane Batton	Parent Page 538

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62.	Cory Bollinger	Parent Page 552
63.	Dawn Briske	Parent Page 553
64.	John Calvert	Parent Page 557
65.	Remberto Carbo	Parent Page 568
66.	Cathy Cessna	Parent Page 572
67.	Karen Cobb	Parent Page 578
68.	Starlon Cobb	Parent Page 582
69.	Tara Coto	Parent Page 586
70.	Tami Elliott	Parent Page 595
71.	Tami Elliott	Parent Page 600
72.	Len Garvin	Parent Page 606
73.	Lisa Garvin	Parent Page 613
74.	Joan George	Parent Page 621
75.	Edward Gonzalez	Parent Page 631
76.	Maria Goodwin	Parent Page 646
77.	Maria Goodwin	Parent Page 659
78.	Susan Hooten	Parent Page 669
79.	Susan Hooten	Parent Page 685
80.	Diana Kelley	Parent Page 698
81.	Intentionally Left Blank	Parent Page 707
82.	Brenda Lancaster	Parent Page 707
83.	Donna Lawrence	Parent Page 715

84.	Donna Lawrence	Parent Page 726
85.	Michael Lawrence	Parent Page 737
86.	Michael Lawrence	Parent Page 749
87.	Charles Lee	Parent Page 761
88.	Intentionally Left Blank	Parent Page 766
89.	Lance Mahoney, Sr.	Parent Page 766
90.	Lance Mahoney, Sr.	Parent Page 772
91.	Lance Mahoney, Sr.	Parent Page 777
92.	Patricia Montalbano	Parent Page 782
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95.	James Mosgrove	Parent Page 802
96.	Linda Mosgrove	Parent Page 814
97.	Kathy Pierce	Parent Page 826
98.	Lana Pink	Parent Page 837
99.	Lana Pink	Parent Page 842
100.	Lana Pink	Parent Page 846
101.	Drew Shifflet	Parent Page 850
102.	Lesley Shifflet	Parent Page 857
103.	Barbara Sjelin	Parent Page 865
104.	Kenyon Sjelin	Parent Page 868
105.	Carol Skinner	Parent Page 870
106.	Patricia Smith	Parent Page 876
107.	Earl Timmons	Parent Page 880

108.	Sonia Vargas	Parent Page 884
109.	Montserrat Wassam	Parent Page 892
110.	Denny Witkin	Parent Page 900
111.	Mark Augustine	Parent Page 913
112.	Robert Bertels	Parent Page 916
113.	Carolyn Corthell	Parent Page 920
114.	Nicki Creekmore	Parent Page 931
115.	Shannon Fernandez	Parent Page 939
116.	Michael A. George	Parent Page 955
117.	Misty Dawn Halfmoon	Parent Page 959
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119.	Sofia Katherine	Parent Page 978
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121.	Alyson Katz	Parent Page 989
122.	Kendall Kelley	Parent Page 997
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124.	Randy McCoy	Parent Page 1009
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126.	Melinda Tritt-Mitchell	Parent Page 1023
127.	Anne Marie Morrison	Parent Page 1025
128.	James Nelson	Parent Page 1030
129.	Joanne Novy	Parent Page 1036
130.	Janice Ortega	Parent Page 1039
131.	Carla Plotycia	Parent Page 1047

132.	Mike Plotycia	Parent Page 1053
133.	Leona Geizer-Puncekar	Parent Page 1059
134.	Dana Cannon	Parent Page 1062
135.	David Sherman	Parent Page 1067
136.	David Sherman	Parent Page 1070
137.	Ronald Smith	Parent Page 1074
138.	Vickie Smith	Parent Page 1078
139.	Catherine Taveras	Parent Page 1081
140.	Barbara Wagner	Parent Page 1089
141.	Joe Wagner	Parent Page 1093
142.	Frank Weiss	Parent Page 1097
143.	Linda Clark	Parent Page 1102
144.	Karen Cobb	Parent Page 1109
145.	Marc Cody	Parent Page 1116
146.	Patricia Cody	Parent Page 1123
147.	Carolyn Corthell	Parent Page 1131
148.	Carolyn Corthell	Parent Page 1142
149.	Antonio D. Delgado	Parent Page 1156
150.	John Heath	To be provided to Defendants upon appearance
151.	Loretta Heath	To be provided to Defendants upon appearance

XVIII.

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

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

XIX.

STATEMENTS TO THE COURT

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

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

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

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

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

6. Plaintiffs plead a concert of action, single business enterprise, and joint venture by the "WWASPS Enterprise" Defendants, and a conspiracy to conceal negligence, conspiracy to commit

fraud, to fraudulently conceal the acts and the existence of the fraud and conspiracy against all Defendants, thus suspending the running of limitations against all Defendants.

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

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

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

XX.

JURY DEMAND

Pursuant to Rule 38 of the Utah Rules of Civil Procedure, Plaintiffs hereby tender the statutory jury fee and demand a trial by jury for all of the issues that are so triable.

XXI.

CLAIM FOR PRE-JUDGMENT AND POST-JUDGMENT INTEREST

Plaintiffs herein claim pre-judgment and post-judgment interest as provided by law.

XXII.

PRE-DISCOVERY EVIDENCE OF DEFENDANTS' CONSPIRACY AND FRAUDULENT CONDUCT

Plaintiffs set forth the evidence they have obtained without the assistance of discovery in this case to show that Defendants indeed acted together, not independently, in their fraudulent conduct and were controlled by the Principals, in categories of (1) control, (2) conspiracy, and (3) concealment with subcategories for (a) ownership/management, (b) marketing, and © public relations.

This section presents specific evidence of control, conspiracy and concealment by the enterprise, and in particular its principals, Robert Lichfield, Brent Facer, and Patricia Lichfield, acting through their companies, such as WWASPS and Teen Help.

The evidence is set out in three categories showing control of the activities and schools by the principals, their conspiracy to operate their marketing scheme, and finally, their actions to conceal the true nature of their operation and the abuse it caused.

Some of the following material overlap their designated category into another, and in most instances, the document has not been repeated.

A. CONTROL BY THE ENTERPRISE PRINCIPALS THROUGH THEIR OWNERSHIP/MANAGEMENT OF DEFENDANTS

Exhibit 1: July 22, 2003 Affidavit of Marie Peart, former employee of WWASPS, shows: after a non-compete agreement had expired, Peart was threatened with litigation by WWASPS and Robert Lichfield’s attorney Silvester and Conroy for being a witness in the case of WWASP v. PURE (paragraphs 5 to 10); when Peart discussed matters with Karr Farnsworth, the Director of Cross Creek, he stated he must run issues to Defendant Robert Lichfield (paragraph 15); Peart saw 17+ bank accounts connected to Defendant Robert Lichfield at WWASPS (paragraph 17).

Exhibit 2: June 18, 2009 Volume 2, Deposition Excerpts of Robert Browning Lichfield in Newman v Spring Creek Lodge, et al. shows: the extensive control Robert Lichfield and principals exercised over the entire WWASPS enterprise.

Defendants Robert Lichfield and Patricia Lichfield profited the most from the many levels of different organizations and companies. (pp 11-12)

Spring Creek Lodge (and other schools) did not figure out the breakdown of deductions from the gross money collected from parents, but rather money was handled in Utah and then the remainder wire-transferred to them to run the schools. (pp 15-16)

Money was taken out using the same formula for all the schools by Defendant R & B Billing, which was owned by Defendants Robert Lichfield and Brent Facer. (pp 18-20)

Defendant Robert Lichfield controlled different service companies that had contracts with the schools directly or through companies where he maintained ownership. (pp 21-22)

Defendant RBL #1 was owned by Defendants Robert Lichfield and Patricia Lichfield and by Defendant RBL Management, LLC, which, in turn, was owned individually by Defendants Robert Lichfield and Patricia Lichfield. (p 24)

RBL #1, which stands for Robert Browning Lichfield #1, owned another entity that received funds from the gross money collected from parents. (p 25)

Amalfi Coast was owned by two other entities that were controlled

by Defendants Robert Lichfield and Patricia Lichfield through RBL Management, LLC and the Lichfield family living trust. (p 26)

Defendant Robert Lichfield had ownership in Carolina Honey, which owns the land and leases the land to Defendant school Carolina Springs, which was originally owned by Defendant Robert Browning Lichfield Family Limited Partnership. (p 46)

Defendant Robert Lichfield had signatory authority for bank accounts of Defendant R & B Billing and other companies. (p 52)

Defendant RBL #2 was owned by Defendants Robert Lichfield and Defendant RBL Management. (p 68)

RBL Management was owned by Defendants Robert Lichfield and Patricia Lichfield. (pp 68-69)

Teen Help LLC was owned 80% by Defendants Robert Lichfield and Patricia Lichfield when it was formed; (p 69)

and it did marketing and admissions, (pp 71-72)

along with six other companies that formed later under it, *e.g.*, Lifeline, Teens In Crisis, and Teen Soulutions, which were paid per student enrolled. (pp 78-80)

Blaine Larson of Defendant National Contracting Services answered to Defendant Robert Lichfield. (pp 97-98)

Defendant Robert Lichfield was co-owner of the entity that first owned the land that was leased to Defendant Spring Creek Lodge . (pp 99-100)

Browning Academy first owned the land that was leased to Defendant Spring Creek Lodge, in which Defendants Robert Lichfield and Brent Facer had 50% ownership. (pp 101-102)

Later Defendants Robert Lichfield and Patricia Lichfield owned 65% of the entity that leased property to Defendant Spring Creek Lodge. (p 105-106)

Defendant Robert Lichfield was a trustee of Defendant WWASPS, (p 114)

along with Defendants Ken Kay and Brent Facer. (p 115)

Defendant Robert Lichfield admitted “they” filed a lawsuit against Virginia-based or Washington DC-based report, Tom Houlahan, for having written news articles that were critical of WWASPS, WWASPS schools, and Lichfield personally. (pp 128-129)

Defendant Robert Lichfield’s sister Jeannette Seely had positions in Defendants Peacock and Spring Creek Lodge and was manager of Jill-Co; sister Lucille Olsen was manager of Defendant Recaf, (p 146)

and Director of Defendant Spring Creek Lodge but did not have any experience to be director. (pp 149-150)

Sister May Finlinson’s husband worked at Defendant Casa By The Sea and then Director of Defendant Academy at Ivy Ridge. (p 150)

Jason Finlinson (brother-in-law and Director of Ivy Ridge School) discussed their lawsuit settlement with Defendant Robert Lichfield. (p 152)

Cross Creek Manor and Cross Creek Programs had contracts with Defendant National Contract Services, which was transferred to another entity Defendant Cross Creek Outsource Services, which is owned by Defendant Amalfi Coast, which is owned by Defendant Robert Lichfield, which was formerly RBL #1. (pp 159-160)

Defendant Amalfi Coast brought in \$200,000 per month directly to Defendant Robert Lichfield from outsourcing Defendant Cross Creek Outsource Services through its contracts with Cross Creek schools. (pp 161-163)

Outsourcing Defendant Red River brings Defendant Robert Lichfield about \$180,000 per year. (pp 173-174)

Defendant Red River is owned by Defendants Robert Lichfield and Brent Facer. (p 175)

Narvana Outsource is owned 80% by Defendant Robert Lichfield, who received about \$180,000 per year from it through its contract with Defendant school Carolina Springs. (pp 175-176)

Defendant Robert Lichfield had similar financial relationships with Defendant schools Pillars of Hope in Costa Rica (pp 177-178)

and Midwest Academy. (pp 181-182)

Exhibit 3: April 23, 2008 Deposition Excerpts of Chaffin Pullan, employee of Defendant

Spring Creek Lodge (School) , in *Newman v Spring Creek Lodge* shows:

Robert Lichfield created Defendant WWASPS. (p 13)

WWASPS gave school model of how to run the school. (p 15)

Directors of each school must enter into contracts with WWASPS and successor companies. (p 16)

Defendant Robert Lichfield was, at one time, head of Premier, which is a successor company in 2001 to WWASPS, who made the member schools enter into the same contracts with the same companies as WWASPS. (pp 18-20)

Money was flowing from the schools to the different companies and received in some way by Defendant Robert Lichfield. (p 22)

Defendant Robert Lichfield managed the schools through the service companies he was involved with. (p 24)

Defendant Robert Lichfield would travel to Spring Creek Lodge and make sure the WWASPS procedures and policies were followed. (p 30)

Defendant Robert Lichfield owned and built cabin on land that Defendant school Spring Creek Lodge sat on but Defendant Spring Creek Lodge paid for the property taxes on the cabin. (p 31)

Even if a parent came to school directly, the school still had to pay service fee to the various companies. (p 45)

Exhibit 4: April 22, 2008 Deposition Excerpts of Cameron Pullan, Director of Defendant

Spring Creek Lodge (School), in *Newman v Spring Creek Lodge* shows:

Defendants Brent Facer and Bob Lichfield owned Cross Creek Manor and Defendant Spring Creek Lodge and associated with Defendant Paradise Cove in Samoa (p 12)

and Defendant Tranquility Bay. (p 13)

WWASPS was an association which provided the schools' policies, procedures, parent contacts, and contracts. (p 17)

Original owners of Spring Creek were Defendants Recaf and Majestic Ranch. (p 19)

The Director of Defendant Spring Creek Lodge answered to Defendant Bob Lichfield on budgets, money, program outlines, and policies. (p 24)

Defendant Bob Lichfield advised Director of Defendant Spring Creek Lodge how to set up the business. (p 32)

Defendant R & B Billing handled Spring Creek Lodge's billing, (p 35)

and R & B Billing was associated with Defendant Bob Lichfield. (p 36)

There was no ability to negotiate service contract terms, which Defendant Bob Lichfield presented and told the Spring Creek Lodge Director to sign, (pp 41-43, 48-49, 51-52, 54)

such as manuals, outlines, and consulting services. (p 52)

Defendant Spring Creek Lodge was not allowed to pre-approve marketing materials that were done on its behalf. (p 66)

Director of Defendant Spring Creek Lodge voiced concerns about amount of money coming out contractually and not enough left to take care of enrolled kids, (pp 71-72)

but no changes in service contracts could have been made. (p 74)

Exhibit 7: December 3, 2003 Deposition Excerpts of Ken Kay (WWASPS President) in

WWASPS v PURE shows:

WWASPS President Ken Kay (p 3)

had also worked for Defendant Teen Help. (p 4)

Defendants Robert Lichfield, Brent Facer, and Ken Kay are on the board of directors of WWASPS. (p 53)

Exhibit 9: June 17, 2009 Deposition Excerpts of Ken Kay (WWASPS President) in

Newman v Spring Creek Lodge, et al. shows:

Ken Kay was person who organized Defendant Premier Education. (p 69)

Premier was formed with the same three people (Defendant Robert Lichfield, Brent Facer, and Ken Kay) that were in charge of WWASPS. (p 73)

There were seven marketing/admissions companies working with WWASPS – Teens in Crisis, Teen Solutions, Teen Help, Parent Resources, Spring Creek Admissions, Cross Creek Admissions,
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Lifeline's Family Services and Parent Hotline. (pp 84-85)

WWASPS kept student files of each of the schools. (p 122)

Exhibit 14: December 4, 2003 Deposition Excerpts of Robert Browning Lichfield in

WWASPS v PURE shows:

Defendant Robert Lichfield is partner of Defendant RBL #2,
which receives income from Defendant Teen Help, (p 21)

which receives processing fee of \$2000 per student. (p 43)

Defendant R & B Billing got \$30 per student per month. (p 43)

Defendant Peacox owns the property that Defendant Spring Creek is
located on and Defendant Robert Lichfield receives rent of Spring
Creek Lodge through Defendant Peacox because he is the manager
and a co-owner of Peacox with his in-laws Dan and Donna Peart. (pp 22-23)

Exhibit 15: December 1, 2003 Deposition Excerpts of Lisa Irvin, marketer at Teen Help,

in *WWASPS v PURE* shows:

Students from Defendant Sunrise Beach (School) in Cancun, Mexico
(when it closed) were sent back to the states to other WWASPS
programs, mostly Cross Creek and Spring Creek Lodge. (p 44)

Exhibit 17: December 21, 2005 Deposition Excerpts of Kevin Richey,

marketer/admissions coordinator, in *Rowley v WWASPS* shows:

Defendant Robert Lichfield told WWASPS exactly what to do. (p 19)

Defendant Robert Lichfield gave all directors instructions about
how to market Casa by the Sea (School) and High Impact (School), (p 20)

and requirements on how to market various WWASPS programs
was given at these meetings. (p 21)

Exhibit 30: January 11, 2004 Email from Robert Lichfield to Ken Kay, President of

WWASPS, regarding preparation for Directors Meeting (Managers of the Schools) shows:

Lichfield controls the meeting with Directors (Managers) of the different schools and information he
is to receive: bring photos, number of early discharges since October, accountability meetings held,

list of family reps, review of last two months of refunds and for Directors to be prepared to explain why.

Exhibit 31: February 10, 2004 Email from Jean Foye of Teen Help to Robert Lichfield with Memo on January 2004 Financial Totals shows: monthly report to Lichfield of over \$8 Million from (Schools): Academy of Ivy Ridge, Carolina Springs, Casa by the Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help (Jean Foye) working with National Contracting Services (Blaine Larsen) and using their computer because Larsen's office is next door to Teen Help.

Exhibit 33: March 15, 2004 Email from Jean Foye (Teen Help) to Robert Lichfield of Minutes from Marketing Meeting yesterday shows: that Foye of Teen Help asked Lichfield if she had left anything out (so he was at the meeting too); order that representative should not tell parents in-house policies and procedures, *e.g.*, first rep to get the loan gets the commission; rules handed out that "Admissions Companies" cannot enroll student unless approved in writing by Regal Marketing (run by Defendant Robert Lichfield's son Roger Lichfield).

Exhibit 38: September 13, 2004 Email from Robert Lichfield to Blaine Larsen, Manager of National Contracting Services, shows: instruction by Lichfield to move \$10,000 from a National Contracting Services bank account into a Sky View Academy bank account.

Exhibit 39: June 10, 2004 Email from Chaffin Pullan, Director of Spring Creek Lodge, to Robert Lichfield shows: Lichfield wanting the Pullan brothers to focus on Nevada, but Chaffin Pullan requesting Lichfield to take a look at Indiana property and asking Lichfield to give his brother Cameron 20% shares in the Indiana property while giving up his own shares in Nevada to whomever Lichfield chooses; Chaffin also asks Lichfield to not penalize his brother.

Exhibit 40: October 26, 2004 Email from Dwan Serrano (Defendant Ken Kay's secretary) with email from infowest.com to Robert Lichfield about Spring Creek Lodge and Casa by the Sea shows: recommendation to Lichfield for Spring Creek Lodge to drop 30-40 students after a student committed suicide; discussion about Casa by the Sea employees' legal matters; report to Lichfield that bunk beds are legal.

Exhibit 41: November 1, 2004 Email from Ken Kay of WWASPS to Robert Lichfield, Brent Facer, and David Gilcrease (conducted seminars) about Spring Creek Lodge shows: communications to Lichfield and Facer about the State of Montana having concerns about Spring Creek Lodge's policies.

Exhibit 42: January 14, 2004 Directors (Managers) Meeting Notes with Robert Lichfield, Patricia Lichfield, Roger Lichfield, Ken Kay of WWASPS, Jean Foye of Teen Help, and the directors of Ivy Ridge, Spring Creek Lodge, Tranquility Bay, Casa by the Sea, Majestic Ranch, Cross Creek Programs, and Carolina Springs Academy all in attendance: among other matters, Robert Lichfield was given accountability information by directors.

Exhibit 43: Executive Meeting Notes of November 5, 2004 with Robert Lichfield, Brent Facer, Ken Kay of WWASPS, Jean Foye of Teen Help, Roger Lichfield, and directors of Midwest Academy, Cross Creek Programs, Tranquility Bay, Casa by the Sea, Majestic Ranch, Academy of Ivy Ridge, Carolina Springs Academy, and Spring Creek Lodge shows: instruction to directors to get their Christmas Visit policy letter out to the parents; discussion of giving parents incentives to go to seminar and that the seminars have moved; next meeting was set for January 26, 2004 (sic) in Las Vegas.

Exhibit 44: January 12, 2004 Email from Dwan Serrano (Defendant Ken Kay's secretary) with email from infowest.com to Robert Lichfield in response to Lichfield's request to Ken Kay for list of 10 items for Directors (Managers) to complete to receive fee discount

shows: Lichfield controlled what each school and its Director did, such as setting up bunk leaders (buddy system), dorm parents daily goals and training, communications directors' daily checklist, orientation process, bulletin board for parent communications, family account rep meetings, and lawsuit letters and filings.

Exhibit 46: February 12, 2004 Email from Ken Kay, President of WWASPS, to Robert Lichfield and Brent Facer with Memo on Budget Concerns of 02/03/04 shows: Kay stating he will do as directed by Lichfield and Facer; seminars for parents and students would be reimbursed in a “private deal” with Robert Lichfield and David Gilcrease; Robert Lichfield paid for seminar expenses out of WWASPS budget; WWASPS spent hundreds of dollars to evacuate Dundee Ranch; visits to Dundee Ranch, Casa by the Sea, Carolina Springs Academy, Midwest Academy, and Ivy Ridge; Kay asking Lichfield and Facer for a raise; Kay directing Glenda to film “The Source Training Video” so the Programs/Schools can save money for staff training; Kay says he will do as Lichfield and Facer coaches regarding Glenda who is a Parent Coordinator and will go to work with David Gilcrease with seminars.

Exhibit 47: March 9, 2004 Email from Dwan Serrano (Defendant Ken Kay’s secretary) with email from infowest.com to Robert Lichfield about Student Grievance Policy in the Manual shows: Lichfield controlled the contents of the manuals: Serrano asks Lichfield how he wants “to make the extra thing for the student to sign.”

Exhibit 51: August 27, 2003 Declaration of Amberly Knight, former Director of Dundee Ranch in Costa Rica, shows:

CONTROL OF SCHOOL BY WWASPS

High Impact in Mexico was constructed by WWASPS program. (paragraph 3)

WWASPS is an umbrella group.

When voicing that she was to leave her employment, WWASPS

President Ken Kay had Amberly Knight interview for positions with Tranquility Bay in Jamaica and Majestic Ranch in Utah. (paragraph 5)

CONCEALMENT OF OWNER/CONTROL

WWASPS organization misrepresented its intertwined affiliations to confuse parents and anyone who investigates Robert Lichfield and his associates. (paragraph 4)

CONTROL BY PRINCIPAL

Bank money transfers were made to Dundee Ranch from a source affiliated to Robert Lichfield in Utah. (paragraph 1)

CONCEALMENT OF ABUSE

Narvin Lichfield (brother of Defendant Robert Lichfield and Director of Carolina Springs) and Ken Kay (WWASPS President) repeatedly ignored this employee's concerns about abuses of the children. (paragraph 15)

Exhibit 52: May 20, 2003 Letter from Attorney Sheldon Miller to Attorney Ralph Atkin re: Amberly Knight, former Director of Dundee Ranch in Costa Rica, shows: Amberly Knight was employed by WWASP, not Dundee Ranch (School).

Exhibit 53: March 14, 2004 Declaration of Heidi Mock, former long-term employee of WWASPS, shows:

CONTROL BY PRINCIPAL AND WWASPS

Robert Lichfield hired her as Education Administrator of WWASPS, the Browning Academy, and Cross Creek Campus, but she worked at 10 of the WWASPS schools. (paragraph 4)

Robert Lichfield was running the entire WWASPS-affiliated conglomerate of companies and driving the decisions. (paragraph 4)

The following schools were all connected to WWASPS: Brightway Adolescent Hospital, Carolina Springs Academy, Casa by the Sea, Cross Creek Programs, High Impact, Ivy Ridge Academy, Morava Academy, Red Rock Academy, Spring Creek Lodge, Paradise Cove, and Tranquility Bay. (paragraph 5)

MISREPRESENTATIONS IN MARKETING

Educational component of WWASPS programs/schools was fraudulent because there was no lecturing or enrichment when it was misrepresented as “highly progressive” by WWASPS and Teen Help. (paragraph 6)

CONTROL BY PRINCIPAL AND WWASPS

WWASPS President Ken Kay had Mock travel to High Impact, which was marketed as an affiliate of WWASPS. (paragraph 7)

All children at High Impact were transferred by either Robert Lichfield, Karr Farnsworth, Dace Goulding, or other WWASPS principals or directors, or by a WWASPS hotline. (paragraph 8)

Karr Farnsworth, Director of Cross Creek, made decisions to transfer students from Cross Creek to High Impact, not the parents. (paragraph 12)

CONCEALMENT OF ABUSE

Robert Lichfield allowed Brian Viafanua, Director of Paradise Cove in Western Samoa, to work at Cross Creek or other WWASPS-affiliated programs after Paradise Cove was closed by the government. (paragraph 13)

CONCEALMENT IN MARKETING

David Steadman, owner of NASCU, the WWASPS programs/schools accreditation body, was a close personal friend of Karr Farnsworth and dishonest about the lack of education that existed in all WWASPS-affiliated programs. (paragraph 17)

Tranquility Bay was a WWASPS program and the most abusive. (paragraph 19)

CONCEALMENT OF ABUSE

Mock fears retaliation from Robert Lichfield and Karr Farnsworth for whistle-blowing. (paragraph 22)

Mock states that “WWASPS is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.” (paragraph 20)

Exhibit 54: The World Wide Association of Programs and Schools’s Monthly Tuition

Sheet and Sallie Mae Loan Application shows: Dundee Ranch, Academy of Ivy Ridge, Carolina
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Springs, Casa By The See, Cross Creek Academy, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Spring Creek Lodge, Tranquility Bay, and Pacific View Retreat, with reference for scholarships to Defendant Teen Help, were all named in a single listing by WWASPS for tuition costs to parents.

The following Meeting Minutes from Defendants WWASPS, Teen Help, and Dixie Contract Services, Exhibit Nos. 5 to 79, show the direct involvement of principal Defendants and in particular Robert Lichfield and Brent Facer in the routine operations of the schools. Robert Lichfield and Brent Facer were present each meeting, and Patricia Lichfield at some. A review of each exhibit shows the following activity of the principals in the operation of the schools.

Exhibit 55: October 7, 2002 Meeting Minutes of WWASPS, Inc. signed by Ken Kay shows: Robert Lichfield, Brent Facer, and Ken Kay were in attendance; constitute a quorum, Lichfield announced he wanted a new survey done; Ken Kay reported about the Directors' (Managers') chat program and how to strategically divide specific directors to be involved; Lichfield discussed adding a daily score for students with a list of do's and don'ts for staff and students at each school.

Exhibit 56: August 1, 2002 Meeting Minutes of Teen Help, LLC signed by Jean Foye shows: Robert Lichfield, Brent Facer, Jean Foye, Manager of Teen Help, were in attendance; discussion that all Teen Help representative support each program equally.

Exhibit 58: January 9, 2002 Meeting Minutes of WWASPS, Inc.; decision to provide parenting videos to parent support groups.

Exhibit 59: August 28, 2001 Meeting Minutes of WWASPS, Inc.; report that Carolina Springs Academy Education program was making great improvements; discussion goals to set next directors meeting and reinforcing all program directors using solid principles.

Exhibit 60: June 15, 2001 Meeting Minutes of Teen Help signed by Jean Foye shows: Robert Lichfield, General Partner of RBL #2, Brent Facer, General Partner of BMF #2, Ltd., and Jean Foye, Manager of Teen Help, LLC were in attendance; Foye reported that percentage of admissions has substantially increased each month by 40%, that advertising by Internet and by mail has substantially increased; and they voted to merge with Adolescent Services International (who is a named Defendant in this case).

Exhibit 61: May 4, 2001 Meeting Minutes of WWASPS, Inc.; discussion about staff attendance of seminars for Carolina Springs, Casa by the Sea, and Tranquility Bay; report about Directors Meeting in March; discussion on goals on setting up infrastructure to service students and families and using the commitment system and giving more access to parents; financial report was reviewed.

Exhibit 62: February 6, 2001 Meeting Minutes of WWASPS, Inc.; goals were discussed for follow up visits, expectations, standards, visible staff attending seminars, team building, and assisting Billing to improve collections and deal with problems.

Exhibit 63: June 26, 2000 Meeting Minutes of WWASPS, Inc.; Kay reported that all Programs are in compliance and ongoing improvements are being made; Kay reported that all staff from R & B, Teen Help, and WWASPS were present at the last seminars; WWASPS will assist Billing improvements on collections and other problems; major purchases, expenditures, and transactions were approved including money for Jean Foye's wedding and dinner last month.

Exhibit 64: February 1, 1999 Meeting Minutes of Dixie Contract Services LLC signed Jean Schuller (now Foye) with Waiver of Notice of Special meeting of Members signed by Robert Lichfield, General Partner of RBL #1, Ltd, and Brent Facer, General Partner of BMF #1, Ltd. shows: Robert Lichfield, General Partner of RBL #1, Ltd, Brent Facer, General Partner of BMF #1, Ltd. were in attendance constituting quorum; Jean Schuller (now Foye), Manager of Dixie Contract Services

was also present; *the members approved a one-million dollar (\$1,000,000) distribution to be distributed to members during first half of 1999.*

Exhibit 65: March 18, 1999 Meeting Minutes of Dixie Contract Services, LLC signed Jean Schuler (now Foye) with Waiver of Notice of Annual meeting of Members signed by Robert Lichfield, General Partner of RBL #1, Ltd, and Brent Facer, General Partner of BMF #1, Ltd. shows: Robert Lichfield, General Partner of RBL #1, Ltd, Brent Facer, General Partner of BMF #1, Ltd. were in attendance constituting quorum; Jean Schuler (now Foye), Manager of Dixie Contract Services was also present; report that the business had no activity and services provided by Dixie Contract Services have been transported to a Nevada Company.

Exhibit 66: March 17, 1999 Meeting Minutes of Teen Help, LLC; discussion of the admit procedure and Teen Help's trip to Casa by the Sea.

Exhibit 67: December 9, 1998 Meeting Minutes of WWASPS, Inc.; Farnsworth reported on the closure of Morava Academy and that all students have been placed into other programs; Atkin thanked Farnsworth for time spent to get students and parents returned to USA.

Exhibit 68: October 1, 1998 Meeting Minutes of Dixie Contract Services, LLC signed Jean Schuler (now Foye) with Waiver of Notice of Special meeting of Members signed by Robert Lichfield, General Partner of RBL #1, Ltd, and Brent Facer, General Partner of BMF #1, Ltd. shows: Robert Lichfield, General Partner of RBL #1, Ltd, Brent Facer, General Partner of BMF #1, Ltd. were in attendance constituting quorum; Jean Schuler (now Foye), Manager of Dixie Contract Services was also present; members unanimously approved a \$300,000 distribution.

Exhibit 69: September 18, 1998 Meeting Minutes of WWASPS, Inc.; discussion of Morava Academy and Casa by the Sea; Farnsworth (President of WWASPS) is no longer splitting time with Cross Creek.

Exhibit 71: March 19, 1998 Meeting Minutes of Dixie Contract Services, LLC signed by Robert Lichfield with Waiver of Notice of Annual meeting of Members signed by Robert Lichfield for RBL #1, Ltd, Member, and Brent Facer for BMF #1, Ltd., Member, shows: Robert Lichfield for RBL #1, Ltd and Brent Facer for BMF #1, Ltd. were in attendance constituting quorum; Lichfield was elected President and Facer was elected Secretary-Treasurer.

Exhibit 72: February 20, 1997 Meeting Minutes of Teen Help, Inc. signed by Patricia Lichfield shows: Robert Lichfield, Patricia Lichfield, and Brent Facer were Directors of the corporation and in attendance; decision and approval to dissolve the corporation and establish an LLC.

Exhibit 73: February 13, 1996 Meeting Minutes of Teen Help, Inc. signed by Patricia Lichfield shows: discussion to do another mailout and target junior and senior high school during next spring.

Exhibit 74: November 21, 1995 Meeting Minutes of Teen Help, Inc. signed by Patricia Lichfield shows: Robert Lichfield was elected President, Facer Vice-President, and Patricia Lichfield Secretary-Treasurer.

Exhibit 78: December 3, 2003 Email from James Wall (PR) to Ken Kay (WWASPS) shows: Robert Lichfield, not each school and not WWASPS, is the decision-maker for public relations.

Exhibit 90: February 17, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS President) shows: discussion of Casa by the Sea, Academy of Ivy Ridge, and Wall getting a CD out so President Kay of WWASPS can be covered with the boss (Plaintiffs believe this “boss” reference is a reference to Robert Lichfield).

Exhibit 91: April 19, 2004 Email from Ken Kay (WWASPS President) to James Wall (PR) shows: Kay discussing WWASPS and “our member Schools” and sending letter to 600 parents about the “Programs and Schools that are affiliates of ours”.

Exhibit 92: May 4, 2004 Email from James Wall (PR) to Ken Kay (WWASPS President) shows: discussion about a show in the United Kingdom about Casa by the Sea with the Directors of the different WWASPS Programs/Schools; Wall asking “how many schools is WWASPS up to officially now?”

Exhibit 98: October 19, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS) shows: Kay working with Midwest Academy behind the scenes so Midwest does not appear connected to WWASPS; Kay working with Admissions people (Teen Help) on public relations efforts; united effort by WWASPS and Jason Finlanson (Academy at Ivy Ridge).

Exhibit 100: November 12, 2004 Email String between James Wall (PR) and Ken Kay, President of WWASPS, shows: Kay makes reference to “our system as well as our member schools” and extends an invitation for a visit to any of the WWASPS schools to Congressman Miller.

Exhibit 101: November 12, 2004 Email String between Ken Kay (WWASPS President) and James Wall (PR) identifies WWASPS’s Marketing Intake Supervisors as Jean Foye for Teen Help, Jane Hawley for Lifelines, Jeni Salmi for Cross Creek Admission, Jake Peart for Teens in Crisis, Enid Brown for Parent Resources, Dina Dalton for Teen Soulutions, and Lisa Irvin for Help My Teen.

Exhibit 107: December 2, 2004 Email from Ken Kay (WWASPS President) to James Wall (PR) and Others shows: Kay confirming that there are certain methods and principles used by related schools in “our” system.

Exhibit 110: Business Card of Ken Kay, President of WWASP, shows: the WWASPS schools are: Carolina Springs Academy, Casa by the Sea, Cross Creek Academy, Cross Creek Center for Boys, Cross Creek Manor for Girls, Paradise Cover, Spring Creek Lodge, and Tranquility Bay.

Exhibit 111: Two-Paged Agenda Regarding Various Schools (from 2004) shows: discussion of related issues for Spring Creek Lodge, Tranquility Bay, Carolina Springs Academy, Cross Creek Programs, Academy of Ivy Ridge, Casa by the Sea, and Majestic Ranch; confirmation that the “Hobbit” (a punishment device) has been eliminated and “we” have already implemented a different process.

Exhibit 112: August 28, 2003 WWASPS Policy & Procedure Manual shows the direct involvement by WWASPS in the operation of the school:

“WWASPS serves as a central point for screening new and improved services that can be shared with all associated programs.”

“Services may change from time to time as seen for the good of the collective Programs.”

(p 2)

“The Association shall maintain full time staff personnel that will serve to act as a liaison between the Programs and the parents of enrolled students for the purpose of assisting in communicating or contacting Schools or specific persons within the School.”

(p 2)

“The Association shall provide and maintain a web site and online bulletin board (BBS) sponsored by the Schools.”

(p 5)

“The Association shall maintain a ‘media packet’ that may be used to provide information regarding the Programs and the Association,” “The Association shall provide to the Program a written Policy and Procedure document.”

(p 6)

There is a list of admissions criteria each Program/School is to follow.

(p 9)

“Enrollment Agreement must be sent to the Association’s Information Coordinator on the day of the student being admitted or transferred to the Program.”

(p 11)

“Daily/enrolled/discharge statement and Student Discharge Tracking Form” must be emailed or faxed to the Association every Monday by 10am MT, “Program Director, or assignee, is required to monitor the Parent’s bulletin board (BBS) everyday, Monday through Friday” (p 11)

“Only Approved Pre-Admission Screen Forms shall be accepted. There shall be no exceptions to this item.” (p 18)

“Each Admissions Office shall provide to The Association a copy of the Student Information Sheet and the student enrollment questionnaire on the day the student is enrolled in the Program” (p 18)

Exhibit 113: March 28, 2013 Deposition Excerpts of Ben Trane, Director of Midwest

Academy, shows:

Defendant Lichfield Family Limited Partnership purchased the property in Iowa where Defendant Midwest Academy was established. (p 13)

Midwest Academy had contracts with Midwest Outsource for marketing and admissions (p 68)

which is owned/managed by Defendant Robert Lichfield. (p 149)

Midwest also had a contract with Defendant National Contracting Services like that with Midwest Outsource. (p 81, 150)

By its contract, Midwest Academy must provide daily staff goals, tests, communication checklist, family reports, etc. to Midwest Outsource at anytime that Midwest Outsource wanted, which was signed by Defendant Robert Lichfield. (p 129)

Exhibit 114: June 23, 2010 Affidavit of Defendant Robert Lichfield in this case

previously filed in federal court, shows: Defendant Robert Lichfield admits he is owner and manager of the following nine (9) Defendants: Amalfi Coast Investment, Ltd, Browning Academy, Inc., The Browning Schools, Inc. d/b/a Browning Distance Learning Academy, Cross Creek Outsource Services, Narvana Resources, LLC, RBL #1, Ltd., RBL #2, Ltd., RBL Management, LLC, and Red River Outsource Services, LLC.

B. CONTROL OF SCHOOLS' MARKETING BY PRINCIPALS OF THE ENTERPRISE

Exhibit 4: April 22, 2008 Deposition Excerpts of Cameron Pullan, Director of Defendant

Spring Creek Lodge, in *Newman v Spring Creek Lodge* shows:

All schools associated with WWASPS had the same model of operation. (p 64)

Defendant Spring Creek Lodge was not allowed to pre-approve marketing materials done on its behalf. (p 66)

Only 25-30% of students at Spring Creek Lodge graduate from there. (p 155)

Exhibit 15: December 1, 2003 Deposition Excerpts of Lisa Irvin, marketer at Teen Help,

from *WWASPS v PURE* shows:

Defendants Robert Lichfield and Brent Facer decided which programs/schools she would market (p 49)

Exhibit 17: December 21, 2005 Deposition Excerpts of Kevin Richey, (Marketer

Admissions Coordinator) from *Rowley v WWASPS* shows: Defendant Robert Lichfield told

WWASPS exactly what to do. (p 19)

Defendant Robert Lichfield introduced Casa by the Sea and High Impact programs at one of the meetings when all school admissions personnel attended. (pp 19-20)

Defendant Robert Lichfield gave all directors instructions about how to market Casa by the Sea and High Impact (p 20)

and requirements on how to market various WWASPS programs were given at these meetings. (p 21)

Exhibit 29: April 5, 2004 Email from Jean Foye of Teen Help to Robert Lichfield shows:

report to Robert Lichfield on the number of students enrolled and discharged and a total number of students as 2399, with an email string going to many other people in supposed different organizations such as Academy of Ivy Ridge (Jason Finlanson), Jane Hawley (Lifelines Family Services), David Gilcrease (seminars), Dundee Ranch (Jake Peart), Brent Facer, and Ken Kay.

Exhibit 33: March 15, 2004 Email from Jean Foye to Robert Lichfield of Minutes from Marketing Meeting yesterday shows: it is ordered that representatives should not tell parents in-house policies and procedures, *e.g.*, first rep to get the loan gets the commission; discussion that the rule that if parent gives notice in first 60 days, then the Rep loses ½ commission; rules handed out that “Admissions Companies” cannot enroll student unless approved in writing by Regal Marketing (run by Defendant Robert Lichfield’s son Roger Lichfield).

Exhibit 34: March 8, 2004 Email from Jean Foye to Defendant Robert Lichfield about Marketing Scripts shows: Defendant Robert Lichfield controls the scripts told to parents by Teen Help, Adolescent Services, and other marketing companies; instructs marketer to state: “The schools and programs featured in the videos are the ones I’d recommend that you take a serious look at...” (Only WWASPS schools are featured in these videos.)

Exhibit 35: September 7, 2004 Email from Jean Foye to Robert Lichfield about Most Recent Script for Teens in Crisis and Parent Resources Hotline shows: Lichfield also controls the scripts told to parents by Teens in Crisis, Parent Resources, and Teen Help; websites are made to look different from other clusters (to fool parents into thinking different independent organizations are reviewing these schools); coaching marketers how to play to the desperation of parents.

Exhibit 36: September 20, 2004 Email from Jean Foye of Teen Help to Robert Lichfield about Admissions Scripts shows: Lichfield controls the marketing scripts told to parents; instruction that if a parent has already talked to another Rep at Teen Help from a different phone number, then give the call back to that Rep; script to parent: “I know your child needs help! These problems will probably get worse. The further the ship gets from land, the harder it is to bring it back. It could be dangerous to wait. I have solutions. This is what you need to do, and we have financial options for you. (Then talk to them about programs.)”

Exhibit 77: July 15, 2003 Confirmation Letter from James Wall (PR) to Ken Kay

(WWASPS President) with Draft Recommendations shows: A large part of WWASPS marketing tactics involves word-of-mouth references. Those who referred another family receive one free month of tuition for their own teen. ... WWASPS should take steps to make the candidacy of new students for the program a more objective systemized process...”.

Exhibit 88: February 12, 2004 Email String between James Wall (PR) and Ken Kay

(WWASPS President) shows: WWASPS’ involvement in specific schools PR with discussion of Cross Creek (Karr Farnsworth) and Casa by the Sea public relations.

C. CONTROL OF ALL DEFENDANTS' PUBLIC RELATIONS BY PRINCIPALS

The following exhibits demonstrate not only the principal Defendants' and entities' role in managing their individual school product, but they also show the efforts by principals to shade and conceal their abuse.

Exhibit 43: Executive Meeting Notes of November 5, 2004 with Robert Lichfield, Brent Facer, Ken Kay of WWASPS, Jean Foye of Teen Help, Roger Lichfield, and directors of Midwest Academy, Cross Creek Programs, Tranquility Bay, Casa by the Sea, Majestic Ranch, Academy of Ivy Ridge, Carolina Springs Academy, and Spring Creek Lodge shows the principals instructing directors (managers) of each WWASPS program/school to deny all allegations of wrongdoing.

Exhibit 76: June 27, 2003 Letter from James Wall (PR) to Ken Kay, President of WWASPS, Inc. about Dundee Ranch Public Relations Proposal shows: an out-of-control scenario for WWASPS due to Dundee Ranch in Costa Rica, which is under national and international controversy and has closed; discussion that "remainder of the WWASPS is under intense scrutiny", about "WWASP's unique method of resurrecting troubled youths", visiting a WWASPS-affiliated school in the USA, and fee of \$7,000 per month for 90 days.

Exhibit 77: July 15, 2003 Confirmation Letter from James Wall (PR) to Ken Kay (WWASPS President) with Draft Recommendations shows; references to "'WWASPS organization", "WWASPS Programs", "WWASPS parents and former students", "WWASPS-affiliated schools", "WWASPS' system", "WWASPS schools", "WWASPS marketing materials", "WWASPS-produced training and staff procedure manual", "WWASPS policies", "WWASPS-wide", "WWASPS as Policing Body", "WWASPS' marketing communications", "Currently, WWASPS marketing materials usually begin with parent testimonials", "By actively disclosing more information ..., WWASPS will diffuse the surprise shock that some parents and students feel when

their children endure consistent punishment or fail to move up in the program”; Wall working for WWASPS in public relations capacity on Spring Creek Lodge in Montana, “Tranquility Bay in Jamaica (a WWASPS affiliate)”, and “Cross Creek Manor in Utah (the original WWASPS school)”.

Exhibit 80: December 5, 2003 Email from James Wall (PR) to Ken Kay (WWASPS)

shows: Defendant WWASPS hired outside public relations expert to discuss Defendant Tranquility Bay.

Exhibit 83: January 22, 2004 Email String between James Wall (PR) and Ken Kay

(WWASPS President) shows: WWASPS had direct access to and relationship with Psychiatrist Marcel Chappuis (in private practice who provided services to students at Cross Creek, Casa by the Sea, Tranquility Bay, and Spring Creek Lodge and who had been Director of Psychology at Brightway Hospital from 1992 to 1997); discussion that WWASPS, Wall, and Chappuis united in preparation for public relations.

Exhibit 84: Post 2001 Resume of Marcel Chappuis shows: supporting facts for the Exhibit

83.

Exhibit 102: November 12, 2004 Email from James Wall (PR) to the 6 Marketing

Companies shows: discussion that Wall is PR for the World Wide group; instruction for marketers of Teen Help, Teens in Crisis, Lifelines, Cross Creek Admissions, Parent Resources, and Teen Solutions to tell parent inquiries that Academy at Ivy Ridge is an option and that these marketers can speak to Ken Kay about it.

Exhibit 106: November 30, 2004 Email from Ken Kay (WWASPS President) to James

Wall (PR) shows: Robert Lichfield calls the shots on meetings with PR hired by WWASPS.

Exhibit 108: December 6, 2004 Email String between James Wall (PR) and Ken Kay

(WWASPS) shows: Robert Lichfield, Brent Facer, and Ken Kay are the decision makers on when James Wall may talk to Attorney Fred Silvester (who is the attorney in this lawsuit for 17 named

Defendants: Teen Help, Patricia Lichfield, Amalfi Coast Investments, ASI, Inc., BMF Management, Browning Academy, Inc, Browning Schools, Cross Creek Outsource Services, Midwest Outsource Services, Optimum Billing, Peacock Enterprises, RBL #1, RBL Management, RBL Family Ltd. Partnership, RECAF, Inc., Red River Outsource Services, and Sky View Academy).

Exhibit 109: December 22, 2004 Email from Ken Kay (WWASPS President) to James Wall (PR) shows: discussion of WWASPS public relations for Spring Creek Lodge.

D. CONSPIRACY IN THE OPERATION OF OWNERSHIP AND MANAGEMENT OF THE ENTERPRISE

Exhibit 1: July 22, 2003 Affidavit of Marie Peart, former employee of WWASPS, shows:

Peart saw 17+ bank accounts connected to Defendant Robert Lichfield at WWASPS. (paragraph 17)

Peart, while employed at WWASPS, was trained and instructed to write only certain types of qualifications on intake for students entering Brightway Hospital, no matter what problems the student had, to ensure they got all of whatever insurance benefits, (paragraph 28)

and to ensure the student was accepted into the program. (paragraph 29)

Defendant Brightway was a holding tank (and not the acute care facility as set up) so that they received all insurance proceeds before student was shipped of to Defendants Paradise Cove, Morava Academy, or Sunrise Beach, which were all connected to Defendants WWASPS and Robert Lichfield. (paragraph 30)

Exhibit 4: April 22, 2008 Deposition Excerpts of Cameron Pullan, Director of Defendant

Spring Creek Lodge, in Newman v Spring Creek Lodge shows:

Defendants Brent Facer and Bob Lichfield owned Cross Creek Manor and Defendant Spring Creek Lodge and associated with Defendant Paradise Cove in Samoa (p 12)

and Defendant Tranquility Bay. (p 13)

WWASPS was an association for schools within it to communicate, which also provided the schools' policies, procedures, parent contacts, and contracts. (p 17)

The Director of Defendant Spring Creek Lodge answered to Defendant Bob Lichfield on budgets, money, program outlines, and policies. (p 24)

Defendant Bob Lichfield advised Director of Defendant Spring Creek Lodge how to set up the business. (p 32)

Defendant R & B Billing handled Spring Creek Lodge's billing (p 35)

and R & B Billing was associated with Defendant Bob Lichfield. (p 36)

There was no ability to negotiate service contract terms, which Defendant Bob Lichfield presented and told the Spring Creek Lodge Director to sign, (p 41-43, 48-49, 51-52, 54)

such as manuals, outlines, and consulting services. (p 52)

All schools associated with WWASPS had the same model of operation. (p 64)

Defendant Spring Creek Lodge is not allowed to pre-approve marketing materials that are done on its behalf. (p 66)

Director of Defendant Spring Creek Lodge voiced concerns about amount of money coming out contractually and not enough left to take care of enrolled kids, (p 71-72)

but no changes in service contracts could have been made. (p 74)

Director Pullan's afterthought is to provide more money to take care of the enrolled kids. (p 145)

Spring Creek Lodge is not a therapeutic program. (p 154)

Only 25-30% of students at Spring Creek Lodge graduate from there. (p 155)

Spring Creek Lodge's enrollment went from 400 students to 130 in 2008. (p 155)

All other associated schools' enrollment also went down drastically because of suicide of Karlye Newman and economics. (p 156)

Exhibit 14: December 4, 2003 Deposition Excerpts of Robert Browning Lichfield from

WWASPS v PURE shows:

Defendant Robert Lichfield is partner of Defendant RBL #2, which receives income from Defendant Teen Help, (p 21)

which receives processing fee of \$2000 per student. (p 43)

Defendant R & B Billing got \$30 per student per month. (p 43)

Defendant Peacox owns the property that Defendant Spring Creek is located on and Defendant Robert Lichfield receives rent of Spring Creek Lodge through Defendant Peacox because he is the manager and a co-owner of Peacox with his in-laws Dan and Donna Peart. (pp 22-23)

Defendant Patricia Lichfield is director of Teen Help, Inc. (p 36)

Exhibit 24: April 30, 1998 Meeting Minutes of Defendant R&B Management Group,

LLC shows: Patricia Lichfield resigned as its President in May 1997; WWASPS President Ken Kay stated that Defendant Brightway had closed and that business would be dissolved.

Exhibit 31: February 10, 2004 Email from Jean Foye of Teen Help to Robert Lichfield

with Memo on January 2004 Financial Totals shows: monthly report to Lichfield of over \$8 Million for Academy of Ivy Ridge, Carolina Springs, Casa by the Sea, Cross Creek Center, Cross Creek Manor, Majestic Ranch, Midwest Academy, Pacific View Retreat, Spring Creek Lodge, Tranquility Bay, loans, and credit cards; Teen Help (Jean Foye) working with National Contracting Services (Blaine Larsen) and using their computer because Larsen's office is next door to Teen Help.

Exhibit 46: February 12, 2004 Email from Ken Kay, President of WWASPS, to Robert

Lichfield and Brent Facer with Memo on Budget Concerns of 02/03/04 shows: Kay stating he will not direct Mandi to enter stuff into the minutes of the last Board meeting until Lichfield and Facer tell him to do so;

discussion of accounts receivables from Spring Creek Lodge, Carolina Springs, Cross Creek Programs, Tranquility Bay, and Ivy Ridge;

National Contract Services lending the Programs funds so WWASPS can collect on the aged receivables;

finding legal method of transferring funds to WWASPS from R & B Billing;

seminars for parents and students would be reimbursed in a "private deal" with Robert Lichfield and David Gilcrease;

Robert Lichfield paid for seminar expenses out of WWASPS budget; WWASPS spent hundreds of dollars to evacuate Dundee Ranch;

visits to Dundee Ranch, Casa by the Sea, Carolina Springs Academy, Midwest Academy, and Ivy Ridge;

Kay directing Glenda to film "The Source Training Video" so the Programs/Schools can save money for staff training.

Exhibit 58: January 9, 2002 Meeting Minutes of WWASPS, Inc. signed by Ken Kay shows: Robert Lichfield, Brent Facer, and Ken Kay were in attendance constituting quorum; “a conference call was made with all communications directors of each program and issues were discussed. It was determined that the communications directors were fulfilling their obligations.”

Exhibit 104: November 29, 2004 Email String between James Wall (PR), Ken Kay (WWASPS), and Robert Lichfield shows: Lichfield and Facer are the decision makers on how much to pay for public relations for the schools with the closing of Casa by the Sea was mentioned to have put everyone in a bind.

E. CONSPIRACY AND CONCEALMENT IN MARKETING AND PUBLIC RELATIONS

Robert Lichfield and Teen Help created sham marketing web sites to give the appearance that several groups recommended WWASPS schools – when in fact it was only the WWASPS group. The nature of this marketing was concealed from the families.

Exhibit 1: July 22, 2003 Affidavit of Marie Peart, former employee of WWASPS, shows: statement by Peart that there was a conspiracy by Defendants WWASPS, Robert Lichfield, Patricia Lichfield, Brent Facer, and others to defraud families by their marketing schemes (paragraph 33).

Exhibit 2: June 18, 2009 Volume 2, Deposition Excerpts of Robert Browning Lichfield from Newman v Spring Creek Lodge, et al. shows:

Defendant Teen Help handled marketing and admissions, (pp. 71-72)

along with six other companies that formed later under Teen Help (to appear independent but were in same program), e.g., Lifeline, Teens in Crisis, and Teen Solutions, which were paid per student enrolled. (pp 78-80)

Defendants Robert Lichfield and Brent Facer silenced a critic by making him President of Defendant WWASPS two or three weeks after Ken Kay stated to *The Rocky Mountain News* that people who are running the WWASPS schools are untrained and do not have credentials and are leading kids to long-term problems. (pp 189-192)

Exhibit 33: March 15, 2004 Email from Jean Foye to Robert Lichfield of Minutes from Marketing Meeting yesterday shows: discussion of internet marketing strategy of cross pollination and rotating three marketing groups on same generic site and rotating three 800 numbers on the site telling parents they will be called by a Representative from three agencies (but all are WWASPS) concerning inquiries; ordered that representatives should not tell parents about the in-house policies and procedures, e.g., first rep to get the loan gets the commission; each Admissions Group will now have own website specifically for parent referrals.

Exhibit 34: March 8, 2004 Email from Jean Foye to Robert Lichfield about Marketing

Scripts shows: Lichfield controls the scripts of statements told to parents by Teen Help, Adolescent Services, and other marketing companies; instructs marketer to state: “The schools and programs featured in the videos are the ones I’d recommend that you take a serious look at...” (Only WWASPS schools are featured in these videos.)

Exhibit 36: September 20, 2004 Email from Jean Foye of Teen Help to Defendant Robert

Lichfield about Admissions Scripts shows: Defendant Robert Lichfield controls the scripts told to parents; instruction that if a parent has already talked to another Rep at Teen Help from a different phone number, then give call back to that Rep; script to parent: “I know your child needs help! These problems will probably get worse. The further the ship gets from land, the harder it is to bring it back. It could be dangerous to wait. I have solutions. This is what you need to do, and we have financial options for you. (Then talk to them about programs.)”

Exhibit 42: January 14, 2004 Directors Meeting Notes with Robert Lichfield, Patricia

Lichfield, Roger Lichfield, Ken Kay of WWASPS, Jean Foye of Teen Help, and the directors of Ivy Ridge, Spring Creek Lodge, Tranquility Bay, Casa by the Sea, Majestic Ranch, Cross Creek Programs, and Carolina Springs Academy shows: discussion of Tom Houlahan (AP reporter) and doing a massive media blitz on the schools (WWASPS schools as a whole, not independent schools). In an effort to silence him, suit was brought against reporter Houlahan by Lichfield.

Exhibit 48: Ken Kay’s Proposal re: Media Training for Robert Lichfield, Ken Kay, and

directors of the WWASPS programs/schools shows: that the schools and WWASPS principals were to be trained and coached and filmed together on how they could deal with the bad media.

Exhibit 53: March 14, 2004 Declaration of Heidi Mock, former long-term employee of

WWASPS, shows:

MISREPRESENTATIONS IN MARKETING

Educational component of WWASPS programs/schools was fraudulent because there was no lecturing or enrichment when it was misrepresented as “highly progressive” by WWASPS and Teen Help. (paragraph 6)

CONCEALMENT OF ABUSE

Robert Lichfield allowed Brian Viafanua, Director of Paradise Cove in Western Samoa, to work at Cross Creek or other WWASPS-affiliated programs after Paradise Cove was closed by the government. (paragraph 13)

CONCEALMENT IN MARKETING

David Steadman, owner of NASCU, the WWASPS programs/schools accreditation body, was a close personal friend of Karr Farnsworth and dishonest about the lack of education that existed in all WWASPS-affiliated programs. (paragraph 17)

Tranquility Bay was a WWASPS program and the most abusive. (paragraph 19)

CONCEALMENT OF ABUSE

Mock fears retaliation from Robert Lichfield and Karr Farnsworth for whistle-blowing. (paragraph 22)

Mock states that “WWASPS is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.” (paragraph 20)

WWASPS assisted in arranging loans for all its schools.

Exhibit 54: The World Wide Association of Programs and Schools’s Monthly Tuition Sheet and Sallie Mae Loan Application shows: Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at Browning Academy (not a school) for a prospective parent showed that only Browning Academy was set up with a school code 3871 to obtain loans through Sallie Mae for all the schools, but Browning Academy was not a school at all.

Exhibit 75: November 19, 2004 Email from Ken Kay, President of WWASPS, Inc. to Jane Hawley, employee of Lifelines and Teen Help, shows: warning from Kay that email Hawley sent about a Lynn Prezfeld could “cause great legal harm to the ENTIRE organization.”

Exhibit 79: December 5, 2003 Email String between Ken Kay (WWASPS President) and James Wall (PR) shows: WWASPS, Cross Creek, Casa by the Sea, and all Directors of other WWASPS schools work together on public relations issues.

Exhibit 81: December 16, 2003 Email String between James Wall (PR) and Ken Kay (WWASPS President) shows: discussions of Kay working with Directors of schools regarding public relations, particularly Cross Creek and Casa by the Sea.

Exhibit 85: January 29, 2004 Email from Ken Kay (WWASPS President) to James Wall (PR) and Others regarding reporter Houlahan getting information to a parent shows: concerted effort with a “full-court press” for public relations of Tranquility Bay and Academy at Ivy Ridge; Kay’s reference that the information is unhealthy for “all our families” (which could only mean he includes all the WWASPS schools since the company, WWASPS, Inc., does not technically have students in attendance).

Exhibit 86: January 30, 2004 Email from Ken Kay (WWASPS President) to James Wall (PR) and Others shows: WWASPS discussion about strategy for public relations of Cross Creek and instructing David Gilcrease (who provides the seminars to WWASPS school parents and students) to give an interview.

Exhibit 88: February 12, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS President) shows: discussion of Cross Creek (Karr Farnsworth) and Casa by the Sea and public relations.

Exhibit 93: September 16, 2004 Email String between James Wall (PR) and Ken Kay (WWASPS President) re: Casa by the Sea shows: coordination of a united public relations effort for Casa by the Sea and WWASPS.

Exhibit 94: September 21, 2004 Email from James Wall (PR) to Ken Kay (WWASPS President) shows: WWASPS's public relations includes Spring Creek Lodge.

Exhibit 95: October 8, 2004 Email from James Wall (PR) to Ken Kay (WWASPS President) shows: Wall telling Kay to send out press release on Spring Creek Lodge.

Exhibit 96: October 18, 2004 Email String between Ken Kay (WWASPS President) and James Wall (PR) shows: discussion of enrollment being down 400 since the Casa by the Sea incident and all schools and Admissions are slowing down; discussion that negative media barrage like the one after Dundee Ranch "causes more than a mere dent in enrollments, which means lots of \$\$\$ lost for everyone involved, including billing companies, Teen Help, and other referral services, Premier, escort services, etc"; discussion that WWASPS's budget got crashed \$30,000 per month for the 400 students lost by Casa by the Sea's closing.

Exhibit 113: March 28, 2013 Deposition Excerpts of Ben Trane, Director of Midwest Academy, shows:

Midwest Academy has used the following marketing companies:
Defendant Teen Help, Defendant Teens In Crisis, Help My Teen,
Lifelines, Parents Resources, Teen Solutions.

(p 82)

F. CONCEALMENT OF THE CONTROL BY OWNERSHIP AND MANAGEMENT

Exhibit 3: April 23, 2008 Deposition Excerpts of Chaffin Pullan, employee of Defendant

Spring Creek Lodge, in *Newman v Spring Creek Lodge* shows:

Directors (managers) of each school must enter into contracts with WWASPS and successor companies. (p 16)

Defendant Robert Lichfield was, at one time, head of Premier, which is a successor company in 2001 to WWASPS, who made the member schools enter into the same contracts with the same companies as WWASPS. (pp 18-20)

Money was flowing from the schools to the different companies and received in some way by Defendant Robert Lichfield. (p 22)

Exhibit 4: April 22, 2008 Deposition Excerpts of Cameron Pullan, Director of Defendant

Spring Creek Lodge, in *Newman v Spring Creek Lodge* shows that although Spring Creek Lodge has asserted that it acts independently:

Defendants Brent Facer and Bob Lichfield owned Cross Creek Manor and Defendant Spring Creek Lodge and associated with Defendant Paradise Cove in Samoa (p 12)

and Defendant Tranquility Bay. (p 13)

The Director of Defendant Spring Creek Lodge answered to Defendant Bob Lichfield on budgets, money, program outlines, and policies. (p 24)

Defendant R & B Billing handled Spring Creek Lodge's billing. (p 35)

and R & B Billing was associated with Defendant Bob Lichfield. (p 36)

Exhibit 14: December 4, 2003 Deposition Excerpts of Robert Browning Lichfield from

***WWASPS v PURE* shows Defendant Robert Lichfield concealed his financial interest and management:**

Defendant Robert Lichfield is partner of Defendant RBL #2, which receives income from Defendant Teen Help, (p 21)

which receives processing fee of \$2000 per student. (p 43)

Defendant R & B Billing got \$30 per student per month. (p 43)

Defendant Peacox owns the property that Defendant Spring Creek is located on and Defendant Robert Lichfield receives rent of Spring Creek Lodge through Defendant Peacox because he is the manager and a co-owner of Peacox with his in-laws Dan and Donna Peart. (pp 22-23)

Exhibit 50: July 25, 2003 Affidavit of Amberly Knight, former Director of Dundee

Ranch in Costa Rica, shows:

Principals and WWASPS control of school (paragraphs 8-9)

Concealment of ownership (paragraph 9)

Exhibit 51: August 27, 2003 Declaration of Ambery Knight, former Director of Dundee

Ranch in Costa Rica, shows:

CONTROL OF SCHOOL BY WWASPS

High Impact in Mexico was constructed by WWASPS program. (paragraph 3)

WWASPS is an umbrella group.

When voicing that she was to leave her employment, WWASPS President Ken Kay had Amberly Knight interview for positions with Tranquility Bay in Jamaica and Majestic Ranch in Utah. (paragraph 5)

CONCEALMENT OF OWNER/CONTROL

WWASPS organization misrepresented its intertwined affiliations to confuse parents and anyone who investigates Robert Lichfield and his associates. (paragraph 4)

Exhibit 54: The World Wide Association of Programs and Schools's Monthly Tuition

Sheet and Sallie Mae Loan Application shows: Sallie Mae Loans pre-filled out form by Jennifer Christensen, the Billing Supervisor at Browning Academy (previously owned by Lichfield and Facer) for a prospective parent, showed that only Browning Academy was set up with a school code 3871 to

obtain loans through Sallie Mae for all the schools; however, Browning Academy was not even a school.

Exhibit 104: November 29, 2004 Email String between James Wall (PR), Ken Kay (WWASPS President), and Robert Lichfield shows: Lichfield and Facer are the decision makers on how much to pay for public relations for the schools with the closing of Casa by the Sea was mentioned to have put everyone in a bind.

G. THE MARKETING SCAM CONCEALMENT

Exhibit 2: June 18, 2009 Volume 2, Deposition Excerpts of Robert Browning Lichfield

from *Newman v Spring Creek Lodge, et al.* shows:

Defendant Teen Help handled marketing and admissions (pp 71-72)

along with six other companies that formed later under Teen Help (to appear independent, but were in same program), *e.g.*, Lifeline, Teens In Crisis, and Teen Solutions, which were paid per student enrolled. (pp 78-80)

Exhibit 49: July 7, 2003 Affidavit of Amberly Knight, former Director of Dundee Ranch in

Costa Rica, shows:

CONCEALMENT OF ABUSE

All parents were told to report only to employees within the WWASPS programs, such as Jane Hawley, or employees of Teen Help, as a “method of insider reporting” that was structured to avoid reporting to legitimate government oversight agencies and, consequently, avoid government investigations and charges pertaining to child abuse and neglect (paragraphs 6-9)

MISREPRESENTATIONS IN MARKETING

WWASPS and Teen Help misled parents by stating that the education was “extremely progressive” when it was the opposite with no instruction. (paragraph 12)

CONCEALMENT OF ABUSE

There were outright lies about an abusive incident and calling it an accident, involving an assistant director, Kenneth Wilson, whom WWASPS had announced had been fired but was actually transferred to another WWASPS school, Carolina Springs. (paragraphs 25-27)

CONCEALMENT IN MARKETING

All WWASPS programs (schools) were fraudulently accredited with NASCU because the education consisted of requiring children to read textbooks without the benefit of a teacher and parents were unaware that NASCU was paid by WWASPS to accredit its programs/schools. (paragraphs 12, 35-37, 48)

CONCEALMENT OF ABUSE

Threats were lodged by WWASPS through an attorney to this and other former employees for whistle-blowing.

(paragraphs 38-40, 46)

Exhibit 53: March 14, 2004 Declaration of Heidi Mock, former long-term employee of

WWASPS, shows:

MISREPRESENTATIONS IN MARKETING

Educational component of WWASPS programs/schools was fraudulent because there was no lecturing or enrichment when it was misrepresented as “highly progressive” by WWASPS and Teen Help.

(paragraph 6)

H. CONCEALMENT:
PUBLIC RELATIONS, THREATS, AND PAYMENTS TO
CONCEAL ABUSE

Exhibit 1: July 22, 2003 Affidavit of Marie Peart, former employee of WWASPS, shows: after non-compete agreement had expired, Peart was threatened with litigation by WWASPS and Robert Lichfield's attorney Silvester and Conroy for being a witness in the case of WWASP v. PURE (paragraphs 5 to 10).

Exhibit 2: June 18, 2009 Volume 2, Deposition Excerpts of Robert Browning Lichfield
in *Newman v Spring Creek Lodge, et al.* shows:

Narvin Lichfield reported in the media that the reason for convoluted ownership is to shield Defendant Robert Lichfield from liability. (p 13-14)

Exhibit 26: Defendant Teen Help's letter to Plaintiffs in this pending case from
Attorney Fred Silvester shows: threat to Plaintiffs for reimbursement of costs and attorney's fees paid if they continued with this litigation.

Exhibit 32: May 24, 2004 Email from Jean Foye of Teen Help to Robert Lichfield shows: report to Lichfield of who all, from Carolina Springs Academy, Casa by the Sea, Cross Creek Manor, Cross Creek Center for Boys, Majestic Ranch, Ivy Ridge, Pacific View Retreat, Tranquility Bay, Spring Creek Lodge, Midwest Academy, Teen Help, WWASPS, and R & B Billing, have signed non-disclosure agreements (to stay silent); and that the ones that have not, that Lichfield will have to get them to sign at the meeting on Wednesday.

Exhibit 37: November 17, 2004 Email from Jean Foye to Robert Lichfield on Admissions
Meeting Notes of 11/17/04 shows: warning of \$250, \$500, then \$1000 fines for staff providing parents information about "our inner workings" (commissions, who gets the loans, etc.).

Exhibit 48: Ken Kay's Proposal re: Media Training for Robert Lichfield, Ken Kay, and directors of the WWASPS programs/schools shows: that the schools and WWASPS principals were to be trained and coached and filmed together on how they could deal with the bad media.

Exhibit 51: August 27, 2003 Declaration of Amberly Knight, former Director of Dundee Ranch in Costa Rica, shows:

CONTROL OF SCHOOL BY WWASPS

High Impact in Mexico was constructed by WWASPS program. (paragraph 3)

WWASPS is an umbrella group.

When voicing that she was to leave her employment, WWASPS President Ken Kay had Amberly Knight interview for positions with Tranquility Bay in Jamaica and Majestic Ranch in Utah. (paragraph 5)

CONCEALMENT OF OWNER/CONTROL

WWASPS organization misrepresented its intertwined affiliations to confuse parents and anyone who investigates Robert Lichfield and his associates. (paragraph 4)

CONTROL BY PRINCIPAL

Bank money transfers were made to Dundee Ranch from a source affiliated to Robert Lichfield in Utah. (paragraph 1)

CONCEALMENT OF ABUSE

Narvin Lichfield (brother of Defendant Robert Lichfield and Director of Carolina Springs) and Ken Kay (WWASPS President) repeatedly ignored this employee's concerns about abuses of the children. (paragraph 15)

Exhibit 52: May 20, 2003 Letter from Attorney Sheldon Miller to Attorney Ralph Atkin re: Amberly Knight, former Director of Dundee Ranch in Costa Rica, shows: when WWASPS lied about an abusive incident at Dundee Ranch; its former employee was threatened with legal action on behalf of Mr. Lichfield (Robert or Narvin) for whistle-blowing.

Exhibit 53: March 14, 2004 Declaration of Heidi Mock, former long-term employee of

WWASPS, shows:

CONCEALMENT OF ABUSE

Robert Lichfield allowed Brian Viafanua, Director of Paradise Cove in Western Samoa, to work at Cross Creek or other WWASPS-affiliated programs after Paradise Cove was closed by the government. (paragraph 13)

Mock fears retaliation from Robert Lichfield and Karr Farnsworth for whistle-blowing. (paragraph 22)

Mock states that “WWASPS is not a legitimate children’s program, but rather a massive business scam that takes advantage of desperate parents.” (paragraph 20)

Exhibit 75: November 19, 2004 Email from Ken Kay, President of WWASPS, Inc. To

Jane Hawley, employee of Lifelines and Teen Help, shows: warning from Kay that email Hawley sent about a Lynn Prezfeld could “cause great legal harm to the ENTIRE organization.”

Exhibit 79: December 5, 2003 Email String between Ken Kay (WWASPS President) and

James Wall (PR) shows: WWASPS, Cross Creek, Casa by the Sea, and all Directors of other WWASPS schools work together on the public relations issues.

Exhibit 81: December 16, 2003 Email String between James Wall (PR) and Ken Kay

(WWASPS President) shows; discussions of Kay working with Directors of schools regarding public relations, particularly Cross Creek and Casa by the Sea.

Exhibit 89: February 11, 2004 Email String between James Wall (PR) and Ken Kay

(WWASPS) demonstrates WWASPS managed the schools and covered their publicity: Discussion that Kay as President of WWASPS oversees nine WWASPS schools, seven in the U.S. and two abroad; references to WWASPS-affiliated schools, WWASPS students, WWASPS reform schools, and WWASPS and its schools; discussion of Kay’s organization (WWASPS) suing a reporter working for United Press International (UPI) for interfering with “one of its school’s business”;

reference that a parent from Academy at Ivy Ridge called Kay directly about the above referenced reporter; reference that Casa by the Sea in Mexico is a WWASPS school.

Exhibit 112: August 28, 2003 WWASPS Policy & Procedure Manual shows: page 7 - for all the schools associated with WWASPS, “All information passing is to be considered on a ‘need to know’ basis only.”

I. PRIOR PRODUCED EXHIBITS

Exhibits that are not attached, but were previously filed in this case are:

- a. Student Claim Sheets previously filed on December 17, 2012 with Plaintiffs' Opposition to the World Wide Defendants' 12(b)(6) and 9(b) Motion to Dismiss.**
- b. Parent Claim Sheets previously filed on December 17, 2012 with Plaintiffs' Opposition to the World Wide Defendants' 12(b)(6) and 9(b) Motion to Dismiss.**

J. NO EXHIBITS ON THE FOLLOWING:

- Exhibit 5: EMPTY**
- Exhibit 8: EMPTY**
- Exhibit 11: EMPTY**
- Exhibit 10: EMPTY**
- Exhibit 12: EMPTY**
- Exhibit 13: EMPTY**
- Exhibit 16: EMPTY**
- Exhibit 18: EMPTY**
- Exhibit 19: EMPTY**
- Exhibit 20: EMPTY**
- Exhibit 21: EMPTY**
- Exhibit 22: EMPTY**
- Exhibit 23: EMPTY**
- Exhibit 25: EMPTY**
- Exhibit 27: EMPTY**
- Exhibit 28: EMPTY**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs request relief on each cause of action as stated above, for judgement against the Defendants as pled, for interest as provided by the law, for their costs, and for all other relief to which they are entitled either at law or in equity.

Submitted on this 24th day of July, 2013.

Respectfully submitted,

TURLEY LAW FIRM

/s/ Windle Turley

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above motion has been served upon all counsel of record on this 25th day of July, 2013 by email.

/s/ Windle Turley

Windle Turley