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7

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF MONTANA**
10 **MISSOULA DIVISION**

11 RACHELLE LIMEWOOD, individually) Cause No.: _____
and as parent and guardian of D.O., a)
12 minor child, and D.O., a minor child.)

13 PLAINTIFFS,)

COMPLAINT AND DEMAND
FOR JURY TRIAL

14 v.)

15 THE RANCH FOR KIDS, INC.,)
WILLIAM JOHN SUTLEY, DANIEL)
WILLIAM SUTLEY, JOYCE ELAINE)
16 STERKEL, DOES 1-10,)

17 DEFENDANTS.
18

19 COME NOW, Plaintiffs, by and through counsel of record, Reep, Bell, Laird
20 and Jasper, P.C., and for their Complaint against Defendants The Ranch for Kids,
Inc., William John Sutley, Daniel William Sutley and Joyce Elaine Sterkel, states

1 and allege as follows. The Counts stated below may apply concurrently or in the
2 alternative.

3 **PARTIES**

4 1. Plaintiff Rachelle Limewood (“Rachelle”) is the parent and guardian
5 of her minor child, D.O. (“D.O.”). Rachelle and D.O. are residents of Spokane,
6 Washington, and citizens of the State of Washington.

7 2. Defendant Ranch for Kids (the “Ranch”) is and was at all times
8 relevant herein a Montana corporation claiming “501(c)(3)” nonprofit status with
9 its principal place of business at 3964 Indian Creek Road, Eureka, Montana. The
10 Ranch is therefore a Montana citizen for purposes of diversity.

11 3. Upon information and belief, Defendant William John Sutley (“W.
12 Sutley”) is a citizen of Montana who resides in Lincoln County, Montana. W.
13 Sutley is identified on the Ranch website as the president and operator of Ranch.

14 4. Upon information and belief, Defendant Daniel William Sutley (“D.
15 Sutley”) is a citizen of Montana who resides in Lincoln County, Montana. D.
16 Sutley is identified on the Ranch website as the vice-president and treasurer of the
17 Ranch.

18 5. Upon information and belief, Defendant Joyce Elaine Sterkel
19 (“Sterkel”) is a citizen of Montana who resides in Lincoln County, Montana.
20 Sterkel is identified on the Ranch website as the secretary and a presiding officer.

1 Disorder]”. (Id.). Defendants publish information and market the Ranch as a
2 therapeutic school that provides “a modern educational environment.” (Id.)

3 11. Based upon the Ranch’s advertising and the representations made by
4 it and the Individual Defendants, Rachelle selected the Ranch for her son’s
5 treatment, and directed that funds available for D.O.’s treatment be paid to the
6 Ranch.

7 12. The Ranch claims that “all studies are supervised and assisted by staff
8 to ensure student participation and achieving academic goals.” (Id.)

9 13. The Ranch further claims the ability to provide care for ““at risk”
10 adoptees,” as well as to provide treatment for “children with Fetal Alcohol
11 Spectrum Disorder and Reactive Attachment Disorder.” (Id.)

12 14. Upon information and belief, W.Sutley, D.Sutley, and Sterkel (the
13 “Individual Defendants”) are also the directors or officers of the Ranch. At all
14 times pertinent herein, the Individual Defendants operated the Ranch, including
15 hiring, supervising and managing its employees. One or more of the Individual
16 Defendants also utilized the Ranch to obtain personal benefit outside their
17 corporate roles by having children attending the Ranch perform labor on real
18 property owned in the Individual Defendants’ personal capacities, as more fully set
19 forth below. Upon information and belief, the Individual Defendants failed to
20

1 observe proper corporate formalities and co-mingled activities of the Ranch with
2 their own personal interests.

3 15. The Individual Defendants had control over all aspects of the Ranch,
4 including both its therapeutic and scholastic aspects.

5 16. On July 23, 2019, the Ranch's license to operate as a Private
6 Alternative Adolescent Residential and Outdoor Program ("PAARP") was
7 suspended by the State of Montana, and children were removed from the Ranch,
8 due to the State's belief that children at the Ranch were either being abused or
9 neglected, or were at risk for abuse and neglect.

10 **COUNT ONE (Negligence)**

11 17. Plaintiffs repeat and incorporate by reference the other allegations of
12 this Complaint as if fully set forth herein.

13 18. The Defendants owed a duty of reasonable care in connection with
14 boarding, treating, supervising and educating D.O., and in connection with the
15 hiring, oversight and management of Ranch personnel who would carry out those
16 tasks.

17 19. The Defendants failed to exercise reasonable care in the fulfillment of
18 their duties.

19 20. As a result of Defendants' failure to exercise reasonable care, D.O.
20 suffered neglect, physical abuse and mental abuse by the Ranch staff, including

1 without limitation the Individual Defendants. Among other things, he was
2 subjected to extended periods of social isolation, sometimes for days and weeks on
3 end, was subjected to an unhealthy diet, experienced, mental and physical abuse,
4 and was exploited for labor at the Individual Defendants' personal homes.

5 21. D.O. was an at-risk, vulnerable child who was in Defendants' custody
6 and control, and who was dependent upon Defendants for food, shelter, therapy,
7 well-being, and protection while at the therapeutic boarding school. The Ranch
8 failed to fulfill its promises and the duties it owed to D.O..

9 22. Defendants' breaches of duty caused damages to Plaintiffs, including
10 without limitation, physical and mental suffering, therapeutic setbacks, academic
11 setbacks, enhanced need for future therapeutic care, enhanced need for future
12 academic training, lost benefit of tuition paid, lost income and other damages
13 general and special.

14 **COUNT TWO (Professional Malpractice)**

15 23. Plaintiffs repeat and incorporate by reference the other allegations of
16 this Complaint as if fully set forth herein.

17 24. The Ranch held itself out as providing professional services for
18 students like D.O.. These included without limitation therapy, boarding,
19 schooling, and organization and supervision of extracurricular activities.
20

1 25. Among other things, the Ranch and the Individual Defendants claimed
2 to utilize “proven” treatment methods for RAD and to utilize a “modern
3 educational environment” to educate students.

4 26. Defendants had a duty to provide appropriate therapeutic and
5 scholastic services to students for their benefit and that of their parents, including
6 Plaintiffs.

7 27. Defendants breached their obligations by failing to render appropriate
8 professional services and by deviating from the standard of care required when
9 providing professional therapeutic and scholastic services.

10 28. Defendants’ wrongful acts include, but are not limited to: 1) failing to
11 implement a therapeutic program conforming to the representations made by the
12 Ranch; 2) failing to implement a scholastic program conforming to professional
13 standards; 3) failing to implement a therapeutic program conforming to any
14 generally accepted therapeutic methodology or standard of care; 4) failing to
15 provide therapy as represented; 5) allowing physical and mental abuse by staff
16 and/or the Individual Defendants; and 6) allowing exploitation of student labor for
17 personal purposes by the Individual Defendants.

18 29. As a result of the wrongful acts identified above, and others which
19 may be revealed in the course of discovery, Defendants committed professional
20 malpractice.

1 30. Defendants' breaches of duty caused damages to Plaintiffs, including
2 without limitation, physical and mental suffering, therapeutic setbacks, academic
3 setbacks, enhanced need for future therapeutic care, enhanced need for future
4 academic training, lost benefit of tuition paid, lost income and other damages
5 general and special.

6 **COUNT THREE (Negligent Misrepresentation)**

7 31. Plaintiffs repeat and incorporate by reference the other allegations of
8 this Complaint as if fully set forth herein.

9 32. Defendants represented to the Plaintiffs that the Ranch was capable
10 of, and would, provide stable and appropriate therapeutic and scholastic boarding
11 school environment for D.O. and other at risk children. The Ranch further
12 represented that it offered an "effective, compassionate treatment program",
13 utilized "proven" treatment methods, offered a "safe environment" and
14 implemented "modern" educational techniques,

15 33. Defendants misrepresented the Ranch's services and environment.

16 34. Plaintiffs, particularly Rachelle, had reasonable grounds for believing
17 the representations to be true.

18 35. The representations were made with the intent that Rachelle and other
19 similarly situated would rely on them.
20

1 36. Rachelle were unaware of the falsity of the representations and acted
2 in reliance thereon.

3 37. The Plaintiffs justifiably relied on the representations and sustained
4 damages as a result.

5 38. Defendants' misrepresentations caused damages to Plaintiffs,
6 including without limitation, physical and mental suffering, therapeutic setbacks,
7 academic setbacks, enhanced need for future therapeutic care, enhanced need for
8 future academic training, lost benefit of tuition paid, lost income and other
9 damages general and special

10 **COUNT FOUR (Negligent Hiring)**

11 39. Plaintiffs repeat and incorporate by reference the other allegations of
12 this Complaint as if fully set forth herein.

13 40. Having undertaken the care of D.O. during his time at the Ranch,
14 Defendants had a duty to hire sufficiently trained staff to keep D.O. safe and to
15 provide appropriate therapeutic services.

16 41. Upon information and belief, Defendants have a practice of
17 employing unqualified staff, which resulted in an abusive and exploitative
18 environment for D.O..

19 42. Defendants' breaches of duty caused damages to Plaintiffs, including
20 without limitation, physical and mental suffering, therapeutic setbacks, academic

1 setbacks, enhanced need for future therapeutic care, enhanced need for future
2 academic training, lost benefit of tuition paid, lost income and other damages
3 general and special

4 **COUNT FIVE (Negligent Supervision and Training)**

5 43. Plaintiffs repeat and incorporate by reference the other allegations of
6 this Complaint as if fully set forth herein.

7 44. Having undertaken the care of D.O. at the Ranch, the Defendants had
8 a heightened duty to protect D.O. from harm. Defendants knew that due to his age
9 and mental condition, D.O. and children like him were particularly vulnerable to
10 abuse and exploitation.

11 45. Defendants had a duty to properly supervise and oversee all employee
12 interactions with students at the Ranch, including D.O..

13 46. Defendants knew or should have known that employees needed
14 appropriate training on proper educational and therapeutic techniques with students
15 like D.O..

16 47. Appropriate training and supervision of the Ranch employees was not
17 provided by Defendants.

18 48. The failure to provide appropriate supervision and training resulted in
19 an environment in which D.O. was subjected to physical and mental abuse, and
20 exploitation.

1 49. Defendants' breaches of duty caused damages to Plaintiffs, including
2 without limitation, physical and mental suffering, therapeutic setbacks, academic
3 setbacks, enhanced need for future therapeutic care, enhanced need for future
4 academic training, lost benefit of tuition paid, lost income and other damages
5 general and special.

6 **COUNT SIX (Violation of Montana Wage Protection Act)**

7 50. Plaintiffs repeat and incorporate by reference the other allegations of
8 this Complaint as if fully set forth herein.

9 51. D.O. was frequently sent by Ranch employees during school hours to
10 the Individual Defendants' personal home/ranch properties, where he was forced to
11 perform labor for up to eight hours per day. Work included maintenance and
12 improvements to the personal properties of the Individual Defendants.

13 52. D.O.'s work accrued to the personal benefit of the Individual
14 Defendants and had no genuine scholastic or therapeutic purpose. It enhanced the
15 value and assisted with the maintenance of their personal residences.

16 53. D.O. was an employee as that term is defined in Montana law, Mont.
17 Code Ann. § 39-3-201(4) and the Individual Defendants, to the extent they
18 required D.O. to perform personal services for them, were employers as that term
19 is defined at Mont. Code Ann. § 39-3-201(5).

1 54. The Individual Defendants should have, but did not, pay D.O. for the
2 fair value of his services, at the very least, minimum wage.

3 55. Pursuant to Mont. Code Ann. § 39-3-204(1) every employer is
4 required to pay each employee the wages earned by the employee within 10 days
5 after the wages are due and payable. The Individual Defendants violated these
6 duties.

7 56. As a result of the Individual Defendants' violations, D.O. is entitled to
8 an award of back wages, and a statutory penalty of 110% pursuant to Mont. Code
9 Ann. § 39-3-206(1).

10 57. As a result of the Individual Defendants' violations, D.O. is entitled to
11 recover court costs and attorney's fees pursuant to Mont. Code Ann. § 39-3-214.

12 **COUNT SEVEN (Fiduciary Duties)**

13 58. Plaintiffs repeat and incorporate by reference the other allegations of
14 this Complaint as if fully set forth herein.

15 59. Rachele reposed faith, confidence, and trust in Defendants in
16 conjunction with the care of D.O. and the Ranch's representations about its
17 capability to provide a stable and safe therapeutic and scholastic boarding school
18 environment.

19 60. Due to the nature of the school, i.e. a school in which limited
20 communications are permitted with children and parents, and the high level of

1 control exercised by the Individual Defendants over the activities conducted within
2 the school, there exists a special and unique relationship between students and their
3 families, and Defendants, in which the Defendants occupy a position of unique
4 power and control, and in which Plaintiffs lack control and are highly dependent
5 upon Defendants.

6 61. The foregoing factors establish a fiduciary relationship owed by
7 Defendants to Plaintiffs. This relationship creates a duty of the highest loyalty to
8 the interests of the Plaintiffs.

9 62. Defendants' breach of their fiduciary duty caused damages to the
10 Plaintiffs.

11 **COUNT SEVEN (Consumer Protection Act)**

12 63. Plaintiffs reallege all allegations of the Complaint as if fully set forth
13 herein.

14 64. The Montana Consumer Protection Act renders unfair or deceptive
15 acts or practices in the conduct of any trade or commerce unlawful. Mont. Code
16 Ann. § 30-14-103.

17 65. The Plaintiffs are consumers. Defendants supplied professional
18 services to them primarily for their personal, family or household purposes.

19 66. Defendants engaged in acts which caused and were likely to cause
20 substantial injury to consumers, including the Plaintiffs.

1 67. Defendants engaged in acts or practices by making representations,
2 omission and engaging in practices that did and were likely to mislead consumers
3 like the Plaintiffs.

4 68. The Plaintiffs' interpretation and understanding of the representations,
5 omissions, and practices of Defendants were reasonable under the circumstances.

6 69. Defendants' misleading representations, omissions and practices were
7 material to the Plaintiffs' enrollment of D.O. at the Ranch.

8 70. Defendants made false representations as to the characteristics,
9 benefits, and other qualities of the Ranch's program.

10 71. Defendants advertised the Ranch's professional services with intent
11 not to provide them as advertised.

12 72. Defendants violated the Montana Consumer Protection Act causing
13 damages general and special to the Plaintiffs, including without limitation, physical
14 and mental suffering, therapeutic setbacks, academic setbacks, enhanced need for
15 future therapeutic care, enhanced need for future academic training, lost benefit of
16 tuition paid, lost income and other damages general and special.

17 73. Pursuant to Mont. Code Ann. § 30-14-133, Defendants are liable for
18 Plaintiffs' damages, attorney's fees incurred in this suit and treble damages.

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COUNT NINE (Exemplary Damages)

1
2 74. Plaintiffs repeat and incorporate by reference the other allegations of
3 this Complaint as if fully set forth herein.

4 75. In the conduct alleged in the other paragraphs of this Complaint,
5 Defendants were guilty of actual malice or actual fraud as those terms are defined
6 at Mont. Code Ann. § 27-1-221.

7 76. Defendants had knowledge of facts or intentionally disregarded facts
8 that created a high probability of injury to Plaintiffs.

9 77. Defendants deliberately proceeded to act in conscious or intentional
10 disregard of the high probability of injury to the Plaintiffs or with indifference to
11 the high probability of injury to the Plaintiffs.

12 78. In committing the misrepresentations previously alleged, Defendants
13 made representations with knowledge of their falsity.

14 79. Defendants concealed materials facts, including the deficiencies with
15 the Ranch's program, with the purpose of depriving Plaintiffs of property or legal
16 rights or otherwise causing injury. Plaintiffs had a right to rely on Defendants'
17 representations and suffered injury as a result of that reliance.

18 80. Plaintiffs are entitled to an award of exemplary damages against the
19 Defendants pursuant to Mont. Code Ann. § 27-1-221.

20 //

- 1 f. For a determination that the Individual Defendants utilized the Ranch as an
- 2 alter ego and/or that the corporate veil may be pierced;
- 3 g. For Plaintiff's costs; and
- 4 h. For such other relief as this Court may deem just and proper.

5 **JURY DEMAND**

6 Plaintiffs demand a trial by jury for all issues so triable, pursuant to Rule 38
7 of the Federal Rules of Civil Procedure.

8 DATED this 7th day of October, 2019.

9 REEP, BELL, LAIRD & JASPER, P.C.

10 By: /s/ Robert T. Bell
11 Robert T. Bell
12 Attorney for Plaintiffs
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Rachelle Limewood, individually and as parent and guardian of D.O., a minor child, and D.O., a minor child

(b) County of Residence of First Listed Plaintiff Spokane County, WA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Reep, Bell, Laird & Jasper, PC, P.O. Box 16960, 2955 Stockyard Rd, Missoula, MT 59808-6960, (406) 541-4100

DEFENDANTS

The Ranch for Kids, Inc., William John Sutley, Daniel William Sutley, Joyce Elaine Sterkel

County of Residence of First Listed Defendant Lincoln County, MT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause:
Treatment facility for at risk youth that was deficient and caused damages to Plaintiffs

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 75,000.00 CHECK YES only if demanded in complaint. JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10/7/19 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____