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*Attorney for Plaintiffs*

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**IN THE FIFTH JUDICIAL DISTRICT COURT OF WASHINGTON COUNTY**  
**STATE OF UTAH**

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LAURA A. WILKIN and TIMOTHY J. WILKIN,  
individually, as husband and wife, and on behalf of  
HANNAH A. WILKIN, a minor child,

Plaintiffs,

vs.

DIAMOND RANCH ACADEMY, INC., a Utah  
Corporation; and TROY AMMON CARTER,  
individually,

Defendants.

COMPLAINT FOR DAMAGES

Civil No. \_\_\_\_\_

Judge: \_\_\_\_\_

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Plaintiffs LAURA A. WILKIN and TIMOTHY J. WILKIN hereby complain against  
Defendants DIAMOND RANCH ACADEMY, INC. and TROY AMMON CARTER, and seek  
relief as follows:

## **NATURE OF THE CASE**

1. This case involves child sexual grooming and sexual abuse, battery, negligence, negligent retention and supervision, alienation of affections, false advertising, and violations of the Utah Consumer Sales Practices Act. Through this Complaint, Plaintiffs seek damages for themselves and on behalf of their minor daughter, Hannah A. Wilkin, based on the sexually predatory actions of Defendant Troy Ammon Carter against Hannah A. Wilkin while Carter was employed as a mental health therapist by Defendant Diamond Ranch Academy, Inc. At the time of Defendant Carter's actions, Hannah A. Wilkin was a student and patient at Diamond Ranch Academy, a residential treatment center and therapeutic boarding school in Hurricane, Utah. Defendant Carter was a newly-licensed therapist intern when Diamond Ranch Academy assigned him to Hannah A. Wilkin's care. In addition to providing Defendant Carter with a perfect environment in which to sexually groom and abuse the minor child due to inadequate supervision and insufficient internal policies and procedures, Diamond Ranch Academy also did not deliver on advertised therapeutic care, and did not provide an environment for Hannah that was conducive to the ongoing therapeutic progress due to Diamond Ranch Academy's subsequent inappropriate handling and reporting of Defendant Carter's actions to authorities; alienation of Hannah A. Wilkin from staff and students; and creation of an undermining of trust which resulted from the sexual abuse and subsequent events.

## **THE PARTIES**

1. Plaintiffs LAURA A. WILKIN and TIMOTHY J. WILKIN: At all times relevant to this Complaint, Plaintiffs Laura A. and Timothy J. Wilkin (hereinafter "the Wilkins" or "Plaintiffs") were adult residents of the State of Arkansas, and were husband and wife. The Wilkins

are the biological parents of Hannah A. Wilkin (hereinafter "Hannah"), a minor girl who was age sixteen years at the time of the events alleged herein. Hannah suffered sexual grooming and abuse as a direct and proximate result of each Defendant's negligence and tortious conduct.

2. Defendant DIAMOND RANCH ACADEMY, INC.: At all times relevant to this Complaint, Defendant Diamond Ranch Academy, Inc. (hereinafter "DRA" or "Diamond Ranch Academy") was a corporation registered under the laws of the State of Utah on December 21, 1999. DRA's principal office is located at 433 S. Diamond Ranch Pkwy, Hurricane, Washington County, Utah 84737. At all times relevant to this Complaint, DRA operated as a therapeutic boarding school and treatment center and for troubled teenagers and young adults.

3. Defendant TROY AMMON CARTER: Upon information and belief, at all times relevant to this Complaint, Defendant Troy Ammon Carter (hereinafter "Carter") was an agent and/or employee of DRA, and upon information and belief was a resident of Washington County, Utah. Upon information and belief, Carter was a newly-licensed therapist whose employ with DRA contained supervisory and counseling duties in regard to participants and residents enrolled with DRA. Carter was many times the only adult present when supervising participants in activities sponsored by DRA, and also had one-on-one access to children within his care as a therapist. At times when Carter was the only adult present, he was responsible for participants', including Hannah's, health and safety. Carter sexually groomed and abused the minor Hannah during the course of his interactions with and treatment of Hannah. Said sexual grooming and molestation included, but was not limited to, Defendant Carter disparaging Hannah's relationship with her parents in order to win her trust; disclosing confidential information to Hannah about her parents and their marriage and sexual relationship; making inappropriate comments to Hannah regarding

her apparel and physical appearance; asking Hannah for details about her sex life and the sexual activities she was interested in; disclosing details of his own sex life to Hannah; telling Hannah about inappropriate dreams he had about her, and that he had a crush on her; straddling Hannah from behind while she laid on a couch in his office, unhooking her bra, and massaging her back, upper buttocks, and upper pelvic area skin-on-skin; untruthfully claiming to have a chiropractic license; and performing chiropractic adjustments on Hannah.

4. Relationship Between Defendants. The exact relationship between Defendants, and each of them, is not fully known at this time; therefore, Plaintiffs allege that each Defendant was acting within the course and scope of its agency, joint venture, partnership, or other legal relationship that renders each Defendant jointly and severally liable for the conduct of all other Defendants.

#### **JURISDICTION AND VENUE**

5. Jurisdiction and venue are properly with this Court pursuant to Utah Code § 78B-3-307, in that: the cause of action arose in the County of Washington, State of Utah; Defendant DRA owns, uses, or possesses real and personal property situated in the County of Washington, State of Utah; Defendants transacted business in the County of Washington, State of Utah; and/or Defendants each committed acts that caused injury and damage to Plaintiffs in the County of Washington, State of Utah.

#### **FACTS**

6. Defendant Carter sexually groomed and molested the minor Hannah in approximately April and May 2016, when Hannah was 16 years old.

7. At all times material hereto, up to the termination of his employment by DRA,

Defendant Carter was employed in a mental health counselor/therapist role by Defendant DRA in Hurricane, Utah, and acted within that employment/agency role.

8. Hannah was enrolled in and lived at DRA from approximately March through October 2016. Defendant DRA assigned Carter to be Hannah's mental health counselor and therapist beginning on or about April 7, 2016 and continuing through Carter's termination by DRA in or about mid-May 2016.

9. The majority of Carter's sexual grooming and abuse of Hannah occurred in Carter's office at DRA's Hurricane, Utah facility.

10. Carter's grooming and sexual abuse of Hannah included, but was not limited to: disparaging Hannah's relationship with her parents in order to win her trust; disclosing confidential information to Hannah about her parents and their marriage and sexual relationship; making inappropriate comments to Hannah regarding her apparel and physical appearance; asking Hannah details about her sex life and the activities she was interested in; disclosing details of his own sex life to Hannah; telling Hannah about inappropriate dreams he had about her, and that he had a crush on her; straddling Hannah from behind while she laid on a couch in his office, unhooking her bra, and massaging her back, upper buttocks, and upper pelvic area skin-on-skin; untruthfully claiming to have a chiropractic license; and performing chiropractic adjustments on Hannah.

11. At all times material, DRA engaged Carter to work as a counselor/therapist and supervisor for DRA residents and participants, including Hannah. Carter's scope of employment with DRA created a duty for Carter to protect and care for Hannah.

12. As an inpatient treatment program, DRA had a duty to create a safe and wholesome environment for Hannah, including exercising reasonable care to prevent Hannah from being

sexually groomed and abused.

13. As Hannah's counselor and therapist, Carter had a separate duty to protect Hannah's well-being, including exercising reasonable care to prevent Hannah from being sexually abused.

14. DRA held itself out as a safe, trustworthy, and protective institution that could be trusted by parents, including Hannah's parents, as a safe place for the treatment of children, including Hannah. DRA assumed specific duties to evaluate and monitor its agents and employees, including Carter, for the purpose of protecting Hannah and other children similarly situated from harm.

15. The protection of children is of the highest priority in the State of Utah.

16. Parents of troubled youth send their children to DRA when they feel desperate for help, and often after there has already been great stress on their family due to the child's behavior at home.

17. DRA advertises that it creates a safe and nurturing environment for kids where they can receive the therapeutic help they need while pursuing academics and building life skills. According to its website, DRA "is dedicated to healing families, one youth at a time." (<https://www.diamondranchacademy.com/troubled-teen-ranch>)

18. In the Parent 101 course that DRA requires all parents of enrolled students to attend, parents are warned that they may hear comments from their children about what a "horrible" place DRA is, but that the parents need to trust in the process.

19. Defendant DRA harbors an atmosphere of secrecy in its methods, and places strict separation methods between enrolled students and the outside world, including parents. Parents of DRA students have very limited visibility into what goes on at DRA. Weekly updates that are

provided to parents by DRA are very brief, and do not provide information about work being done in the group therapy or character curriculum coursework, making it very difficult for parents to know if their child is receiving the benefit of what DRA advertised.

20. Students and parents are only allowed to talk by phone once a week, during a family therapy session when a DRA therapist is present. Students and parents are able to write letters to each other that are transmitted electronically by DRA. All letters and emails between parents and students are routed through a designated DRA staff member and forwarded to the student's therapist. If a student wants to communicate anything negative about DRA to a parent, such communication would have to be done in the presence of a DRA therapist or through a letter that would be seen by a DRA staff member and/or therapist.

21. Students enrolled at DRA do not have access to phones or computers for personal, non-academic use, and therefore have no independent access to parents (and cannot even call for emergency services if needed). Students are prohibited access to email, social media sites, or most other external websites. In-person visits (i.e., parents visiting DRA) are earned by students after a certain amount of positive behavior and schoolwork is accomplished by the student. Such visits are limited in time. Students typically receive two home visits (i.e., where they travel back home), the first of which does not occur until at least five months after enrollment. This limited access makes it difficult for parents to have a sense of what is really going on at DRA and what benefits the child is receiving.

22. Students enrolled at DRA earn privileges based on their attitude and behavior; this can affect their access to basic necessities, as well as healthcare.

23. In approximately March 2016, Plaintiff Laura A. Wilkin brought Hannah to DRA's

facilities and entrusted Hannah to DRA for help in resolving Hannah's personal and family difficulties. The Wilkins entrusted Hannah to Defendant DRA's care based on representations DRA made in advertising and in conversations with the Wilkins regarding the types of therapy it provided and the success rate of its program.

24. At Hannah's enrollment, DRA assumed a duty to protect Hannah from sexual misconduct.

25. In about April 2016, DRA placed Hannah in a position to receive therapy from and be treated by Defendant Carter at DRA's facilities in Hurricane, Utah.

26. Upon information and belief, Defendant Carter had recently received his license to practice therapy as an intern in the State of Utah on or about February 29, 2016, less than two months prior to Hannah being placed in his care.

27. Upon information and belief, on or about January 26, 2016, prior to DRA placing Hannah into Carter's care, Defendant Carter signed a "Scope of Practice" document with DRA specifying that Carter could not touch students, including "popping backs."

28. Subsequent to signing the "Scope of Practice" document but prior to his abuse of Hannah, Defendant Carter was reprimanded by DRA executive Ricky Dias for inappropriate physical contact (wrestling, "popping backs") with male students in the cafeteria.

29. At all times material hereto, DRA was on notice that Carter posed a risk of sexual harm to children, yet continued to employ Carter as a counselor and therapist to children entrusted in its care. Defendant DRA placed Hannah in Carter's care, all while knowing that Carter posed a risk of harm to Hannah, a young, vulnerable female student.

30. Defendant DRA allowed its therapists, including Defendant Carter, to have private,



one-on-one sessions with minor students, including Hannah. DRA allowed its therapists, including Defendant Carter, to place paper over the windows of their offices under the guise of “patient privacy,” thus creating a perfect environment in which sexual grooming and sexual abuse could occur.

31. Following Carter’s abuse of Hannah, DRA terminated Carter for inappropriate physical contact with a different female student in May of 2016. Hannah then came forward to DRA staff regarding Carter’s abuse of Hannah.

32. After Hannah’s disclosure of the abuse to DRA staff, Defendant DRA failed to properly report Hannah’s allegations to law enforcement. DRA also failed to inform the Plaintiffs of Hannah’s allegations until after several requests for information from Plaintiff Laura A. Wilkin. Because DRA failed to report the sexual abuse to law enforcement, the Wilkins did so on their daughter’s behalf.

33. Following Carter’s termination, DRA failed to investigate the claims against Carter further, interview students, or fully investigate as to whether other students had been inappropriately touched or abused by Carter.

34. Following Hannah’s disclosure of Defendant Carter’s sexual abuse to DRA staff, law enforcement, and other state authorities, DRA staff member Lisa Lee told Hannah to renege her story and tell law enforcement and the other state authorities that she (Hannah) had lied about Carter’s abuse.

35. Defendant DRA also suppressed evidence from law enforcement and other state authorities, and from Plaintiffs.

36. After DRA’s termination of Defendant Carter and the subsequent filing of a police

report by the Wilkin family, DRA did not provide an environment for Hannah that was conducive to her ongoing therapeutic progress due to DRA's inappropriate handling and reporting of the incident to authorities, DRA's alienation of Hannah from staff and students, and the undermining of trust that resulted from the incident and how DRA handled it.

37. Under Utah Code §§ 53A-6-502 and 62A-4a-403, DRA and its agents have a mandatory duty to report child sexual abuse and physical abuse.

38. DRA knew or should have known that Carter was a danger to children before Carter molested Hannah.

39. DRA negligently and/or recklessly believed that Carter was fit to work with children and that Carter would not sexually molest children and that Carter would not injure or hurt children.

40. Defendants each negligently believed Carter would protect Hannah from harm.

41. By holding Carter out as safe to work with children, and by undertaking the custody, supervision, and/or care of the minor Hannah, each Defendant entered into a special, fiduciary relationship with the minor Hannah. As a result of Hannah being a minor, and by Defendants undertaking the care and guidance of the vulnerable minor Hannah, Defendants each held a position of empowerment over Hannah.

42. Each Defendant, by holding itself out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment and induced Hannah's parents, the Plaintiffs, to entrust their child to Defendants. This empowerment and entrustment prevented the minor Hannah from effectively protecting herself, or Plaintiffs from protecting her. Defendants thus entered into a fiduciary relationship with Hannah.

43. Defendants each had a special relationship with Hannah.

44. Each Defendant owed Plaintiffs a duty of reasonable care because each assumed the duty to protect Hannah and knew or should have known that Carter posed a risk to Hannah.

45. Defendants DRA and Carter each owed Plaintiffs a duty of reasonable care because, inter alia, each solicited youth and parents for youth enrollment in DRA's programs; encouraged youth and parents to have youth participate in said programs; undertook custody of minor children, including Hannah; promoted facilities and programs as safe for children, when they were not; encouraged children to spend time one-on-one with Carter; and/or encouraged Carter to spend time with, interact with, counsel, and mentor children, including Hannah.

46. DRA owed Plaintiffs a duty of reasonable care because, inter alia, it held itself out as a safe and moral institution and location where children were safe; solicited parents and children for children to engage in its services; and held Carter out as a therapist who was safe, to whom parents could entrust their children.

47. Each Defendant had a duty to Plaintiffs to protect Hannah from harm because each Defendant's actions created a foreseeable risk of harm to Hannah.

48. Each Defendant's breaches of its respective duties include but are not limited to: exposing Hannah to the risk of sexual harm; exposing Hannah to a host counselor and therapist with dangerous sexual proclivities; failing to have sufficient policies and procedures to prevent sexual grooming and child sexual abuse; failing to take reasonable measures to make sure that the policies and procedures to prevent child sexual abuse were working; failing to adequately inform families and children of the risks of child sexual abuse; failing to investigate risks of child sexual abuse; failing to properly train workers at institutions and programs within their employ; failing to

protect the children in their programs from child sexual abuse; failure to adhere to the applicable standards of care for child safety; failing to investigate the amount and type of information necessary to represent the institutions, programs, therapists, and leaders and people as safe; failure to train employees properly to identify signs of child molestation by fellow employees; and/or maintaining a dangerous condition on the premises in the form of a child sexual predator.

49. DRA failed to use ordinary care in determining whether its facilities were safe and/or to determine whether it had sufficient information to represent its facilities and programs as safe. DRA's failures include but are not limited to: failure to have sufficient policies and procedures to prevent sexual grooming and abuse at its facilities and in its programs; failure to investigate risks at its facilities and its program; failure to properly train the workers at its facilities and its programs; failure to have any outside agency test its safety procedures; failure to investigate the amount and type of information necessary to represent its facilities as safe; failure to train its employees properly to identify signs of child molestation by fellow employees, and/or failing to train youth participants in behavior suspicious of child sexual abuse and behavior constituting sexual grooming.

50. DRA also breached its duties to Plaintiffs by failing to warn Hannah and her parents, the Plaintiffs, of the risk of child sexual abuse that Carter posed. DRA also failed to warn Hannah and her parents, the Plaintiffs, about any of the knowledge that DRA had about child sexual abuse in its programs, including the involvement of prior DRA staff with child pornography.

51. DRA also breached its duties to Plaintiffs by: maintaining a dangerous condition on its premises in the form of a sexual predator; failing to warn Hannah and her parents, the

Plaintiffs, of the risk that Carter posed and the risks of child sexual abuse by DRA agents and/or employees; failing to warn Hannah and her parents, the Plaintiffs, about any of the knowledge that DRA had about the risk of child sex abuse perpetrated by DRA agents and/or employees; and failing to warn Hannah and her parents, the Plaintiffs, about the dangerous condition on its premises.

52. Each Defendant breached its duties to Plaintiffs by failing to report Carter's behavior as alleged herein to the police and law enforcement, as required under Utah Code § 62A-4a-403.

53. DRA knew or should have known that some of the therapists and people working within its programs were not safe.

54. DRA knew or should have known that there was a specific danger and risk of child sexual abuse for children participating in its behavioral programs.

55. DRA knew or should have known that it did not have sufficient information about whether there was a risk of child sexual abuse for children participating in its programs.

56. DRA held its therapists, employees, and agents out as people of high morals, who were trustworthy and whom children should respect. DRA solicited parents to entrust their children to their youth programs. DRA marketed to youth and families, recruiting youth and families and holding out the people that worked in its programs, including Carter, as safe.

57. Each Defendant was negligent and/or made negligent representations to Hannah and her parents, the Plaintiffs, prior to the abuse.

58. Defendant DRA was negligent in assigning Defendant Carter as Hannah's therapist in part by assigning the young, newly licensed male therapist intern, who had already been

previously reprimanded by DRA for being physical with students, to provide one-on-one therapy to a sixteen-year-old minor girl.

59. Defendant DRA failed to perform periodic review of Hannah's records assigned to the supervisee, Defendant Carter.

60. DRA did not ensure that its supervisee, Defendant Carter, operated in compliance with all laws, standards, and ethics applicable to the practice of clinical mental health counseling, and report any violations. Once Carter's improper actions with Hannah came to light, DRA did not report such actions to all proper state and local authorities.

61. Defendant DRA failed to ensure that its supervisee, Defendant Carter, refrained from conduct that was unprofessional as defined by Utah Code § R156-60c-502.

62. DRA failed to provide the type of therapeutic care it advertised and communicated to the Plaintiffs, and failed to provide health care provider-recommended treatment.

63. DRA falsely advertised services it was not properly equipped and staffed to provide, including health care services.

64. At the time of the events alleged herein, DRA staff was not sufficiently trained or experienced to provide the therapy Hannah needed in spite of reassurances from DRA representatives to Plaintiffs. Following Carter's abuse of Hannah, the minor child was eventually sent to an outside therapy provider at Plaintiffs' expense, despite DRA's executive Ricky Dias' assurances that DRA would cover the expenses.

65. At all times material hereto, Defendant DRA failed to keep Plaintiffs reasonably informed of their child's academic, psychological, therapeutic, and behavioral progress despite reassurances by DRA that it would do so.

### **COUNT I: EQUITABLE RELIEF**

66. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

67. Plaintiffs are entitled to equitable relief from this Court, for non-monetary redress and the protection, health, and healing of Hannah and other similarly situated members of the public, as follows:

a. That for a period of not less than ten (10) years from entry of judgment, DRA will post on the home pages of its website(s), the names of all known members, agents, or employees of DRA, past or present, who are known to DRA as sexual abusers, sexual predators, and/or registered sex offenders.

b. That DRA provide, for a minimum of two (2) years, medical and mental health treatment for any person who has been sexually abused as a child by any member, agent, or employee of DRA.

c. That DRA provide funding to an external third-party to conduct workshops for parents at all geographic areas in which DRA recruits, solicits, and/or markets describing what has happened in the past within DRA that caused sexual predators to be allowed to serve as employees within its programs, what has been done to prevent similar abuses from occurring in the future, and ways to protect their children from being victimized by a sexual predator.

d. That DRA will request in writing that the Attorney General of the State of Utah form a Joint Task Force on Child Protection to annually investigate and monitor all institutions under the auspices of DRA.

e. That DRA adopt a whistle-blower policy concerning the method by which

a report concerning abuse in all geographic areas in which they recruit, solicit, market, evangelize, and/or conduct youth activities and services can be made and expressly providing that Defendants will not take any retaliatory actions against persons who report such information in good faith.

f. That annually, DRA make a written statement that it has no undisclosed knowledge that a DRA member, agent, or employee has sexually abused any person or that if it has such knowledge of any abuse, it has been reported to law enforcement, the Utah Division of Occupational and Professional Licensing, the Utah Department of Child and Family Services, and the Office of the Attorney General of the State of Utah. Each statement shall be signed and dated under penalty of perjury. A copy of this signed and dated statement shall be retained in each member, agent, or employee's personnel file in perpetuity.

g. That within thirty (30) days after entry of judgment, the Defendants each send a letter of apology to Hannah and the Plaintiffs. This letter of apology will state that Hannah was not at fault for the abuse and that Defendants take responsibility for the abuse.

h. That irrespective of an apology, DRA shall issue a statement of gratitude for Hannah, who had the courage to speak about the sexual exploitation and abuse Hannah endured and continues to live with every day. This statement shall be posted on DRA's website and published prominently as a retail ad of not less than a full page in the Salt Lake Tribune, the Deseret News, the Spectrum, and the Las Vegas Review-Journal. In the statement, DRA shall encourage victims of sexual abuse to report abuse to law enforcement and seek help from professional counselors.

i. That DRA publicly announce and post on its website the full and complete release of all abuse victims from any confidentiality requirement in sex abuse settlements that they



have previously signed as a condition of settlement. No victim's identity may be released or revealed without his or her permission. DRA shall contact each previously-settling victim of abuse who has previously entered into such a confidentiality agreement to notify them of the full and complete release of their covenant of confidentiality.

j. That any future settlement related to sexual abuse entered into by any Defendant shall not contain a confidentiality provision.

### **COUNT II: NEGLIGENCE OF DEFENDANT TROY AMMON CARTER**

68. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this count and further allege:

69. Defendant Troy Ammon Carter owed Plaintiffs a duty of reasonable care.

70. Defendant Carter breached his duty of reasonable care owed to Plaintiffs, by, inter alia:

a. Exposing Hannah, a minor child, to a man, counselor, therapist, or supervisor who he knew or should have known posed a risk of sexual harm to Hannah;

b. Holding himself out as a safe therapist, when he knew or should have known he was not safe for a child in DRA's program;

c. Failing to protect the health and safety of Hannah;

d. Failing to provide a safe environment for Hannah;

e. Failing to abide by applicable laws and regulations designed to protect the health and safety of Hannah, specifically including the statutes, regulations, and reporting laws cited in this Complaint;

f. Failing to protect Hannah's moral integrity; and

g. Exposing Hannah to a foreseeable risk of sexual harm.

71. Defendant Carter's breaches of duty were the proximate cause of Plaintiffs' injuries and damages.

72. As a direct and proximate result of Carter's negligent and reckless conduct, Plaintiffs have suffered the injuries and damages described herein.

**COUNT III: NEGLIGENCE OF DEFENDANT DIAMOND RANCH ACADEMY**

73. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this count and further allege:

74. Defendant DRA owed Plaintiffs a duty of reasonable care.

75. Defendant DRA breached its duty of reasonable care owed to Plaintiffs, by, inter alia:

a. Exposing Hannah to a man, counselor, therapist, and supervisor who DRA knew or should have known posed a risk of sexual harm to Hannah;

b. Holding out Defendant Carter as a safe therapist, when DRA knew or should have known he was not safe for a child participant;

c. Negligently investigating or failing to investigate whether Carter was a safe counselor;

d. Failing to protect the health and safety of Hannah;

e. Failing to provide a safe environment for Hannah;

f. Failing to abide by applicable laws and regulations designed to protect the health and safety of Hannah, specifically including the statutes, regulations, and reporting laws cited in this complaint;

- g. Failing to protect Hannah's moral integrity; and
- h. Exposing Hannah to a foreseeable risk of sexual harm.

76. DRA's breaches of duty were the proximate cause of Plaintiffs' injuries and damages.

77. As a direct and proximate result of the negligent and reckless conduct of DRA, Plaintiffs have suffered the injuries and damages described herein.

**COUNT IV: NEGLIGENT SUPERVISION OF DEFENDANT CARTER**

**BY DEFENDANT DIAMOND RANCH ACADEMY**

78. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this count and further allege:

79. At all times material, up to the time of his termination by DRA, Defendant Carter was an agent and/or employee of Defendant DRA and was under DRA's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Carter engaged in the wrongful conduct while acting within the course and scope of his employment and/or agency with DRA and/or he accomplished the sexual grooming and abuse by virtue of his job-created authority. DRA failed to exercise ordinary care in supervising Carter in his assignment and failed to prevent the foreseeable misconduct of Carter from causing harm to others, including Hannah herein.

80. As a direct and proximate result of DRA's negligent conduct, Plaintiffs have suffered the injuries and damages described herein.

**COUNT V: NEGLIGENT RETENTION OF DEFENDANT CARTER'S**

**SERVICES BY DEFENDANT DIAMOND RANCH ACADEMY**

81. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this

count and further allege:

82. Defendant DRA, by and through its agents, servants, and employees, became aware, or should have become aware, of problems indicating that Defendant Carter was an unfit agent with dangerous and exploitive propensities, yet each failed to take action to remedy the problem and failed to investigate or remove Carter from employment and/or agency to prevent his exposure to vulnerable minor children, including Hannah.

83. As a direct and proximate result of said DRA's negligent conduct, Plaintiffs have suffered the injuries and damages described herein.

#### **COUNT VI: VICARIOUS LIABILITY OF DEFENDANT**

##### **DIAMOND RANCH ACADEMY**

84. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this count and further allege:

85. At all times material, Defendant Carter was a servant of Defendant DRA, under direct supervision, employ, and control when he committed the negligent, wrongful, and tortious acts alleged herein. Carter engaged in negligent, wrongful, and tortious conduct while acting in the course and scope of his employment and/or agency with DRA and/or accomplished the sexual grooming and abuse by virtue of this job-created authority. DRA failed to exercise ordinary care in supervising Carter and failed to prevent the foreseeable misconduct of Carter from causing harm to others, including Hannah herein.

86. The sexual abuse of a minor participant by an employee was a foreseeable and known hazard of the industry.

87. Carter conducted his tortious conduct during his agency relationship as a servant of

DRA while actually or apparently providing therapy for and mentoring to Hannah. DRA is liable for the negligent reckless, tortious, and wrongful conduct of Carter under the law of vicarious liability, including the doctrine of respondeat superior.

**COUNT VII: DEFENDANT TROY AMMON CARTER – BATTERY**

88. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this count and further allege:

89. Defendant Carter inflicted unpermitted, harmful, and offensive physical and sexual contact upon Hannah's person.

90. As a direct and proximate result of Carter's wrongful conduct, Plaintiffs have suffered the injuries and damages alleged herein.

**COUNT VIII: DEFENDANT TROY AMMON CARTER – ALIENATION  
OF AFFECTIONS**

91. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this count and further allege:

92. As part of his sexual grooming of Hannah, Defendant Carter disparaged Hannah's relationship with her parents in order to win her trust, thus alienating Hannah's and the Plaintiffs' affections.

93. As a direct and proximate result of Carter's wrongful conduct, Plaintiffs have suffered the injuries and damages alleged herein.

**COUNT IX: DEFENDANT DIAMOND RANCH ACADEMY – VIOLATION  
OF UTAH CONSUMER SALES PRACTICES ACT**

94. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this

count and further allege:

95. Defendant DRA falsely advertised and/or failed to deliver services as advertised, in violation of the Utah Consumer Sales Practices Act.

96. As a direct and proximate result of DRA's wrongful conduct, Plaintiffs have suffered the injuries and damages alleged herein.

### **CAUSATION AND DAMAGES**

97. Plaintiffs incorporate all paragraphs of this Complaint as if fully set forth under this count and further allege:

98. As a direct and proximate result of each Defendant's acts and omissions, Plaintiffs were tragically, seriously, and permanently injured and damaged as alleged herein. Although supportive remedies have been resorted to, said injuries prevail and will continue to prevail for an indefinite time into the future. It is impossible at this time to fix the full nature, extent, severity, and duration of said injuries, but they are alleged to be permanent, progressive, and disabling. Plaintiffs have each incurred and will likely continue to incur damages. These damages include both severe physical and emotional injury, including anxiety, lack of self-esteem, shame, fear, and other emotional injuries accompanied by physical manifestations, as well as lost tuition, mental health counseling costs, and travel costs. These damages include special and general damages to be proved at the time of trial, in an amount now unknown.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs demand judgment against each Defendant, jointly and severally, as follows:

- A. For equitable relief as more particularly described above;
- B. For an award of special and general damages, in excess of \$50,000.00, and to specifically be proven at trial; and
- C. For such other and further relief as the Court deems just and equitable under the relevant circumstances.

Dated: This 25th day of July, 2017.

JAMES, VERNON & WEEKS, P.A.

/s/ Wes S. Larsen  
Wes S. Larsen (#14572)  
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Attorney for Plaintiffs