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UNITED STATES DISTRICT COURT
DISTRICT OF UTAH – CENTRAL DIVISION

LANDEN G. LIPAROTE,

Plaintiff,

vs.

DISCOVERY RANCH, INC.; DISCOVERY
RANCH FOR BOYS, LLC; DISCOVERY
RANCH FOR BOYS REAL ESTATE, LLC;
ASCENT OPCO, LLC; DOROTHY AH
QUIN; DOES 1-10; and ROE
CORPORATIONS/ENTITIES 1-10.

Defendants.

COMPLAINT

JURY DEMANDED

Case No:
Judge:

COMES NOW, Landen Giovanni Liparote (hereinafter “Plaintiff”), by and through counsel of record, hereby complains of the above-named Defendants and alleges as follows:

I. INTRODUCTION

1. Landen Giovanni Liparote (“Landen” or “Plaintiff”), also known as “Tokyo,” brings this action against Discovery Ranch, Inc., Discovery Ranch for Boys, LLC, Discovery Ranch for Boys Real Estate, LLC, Ascent OPCO, LLC (collectively, the “Discovery Ranch Defendants”), therapist Dorothy Ah Quin, and Does 1-10 and Roe Corporations/Entities 1-10, for the severe, systematic abuse, exploitation, and institutional betrayal he suffered during his approximately three-month placement at Discovery Ranch for Boys in Mapleton, Utah County, Utah.

2. From approximately May 25, 2021, through August 27, 2021, fifteen-year-old Landen—a vulnerable minor with a documented history of severe trauma and a pre-existing diagnosis of Post-Traumatic Stress Disorder (PTSD)—was subjected to repeated sexual assaults by multiple residents; a chemical attack causing bodily injury; forced unpaid labor in extreme heat; systematic food deprivation; denial of contracted therapeutic services; deliberate endangerment by his assigned therapist; and a pattern of institutional cover-up and betrayal by facility staff.

3. The Discovery Ranch Defendants held themselves out as providers of specialized therapeutic care for at-risk adolescents. In exchange for approximately \$33,000.00 paid from guardian Susan Damato’s retirement savings, they promised safety, supervision, education, and evidence-based mental health treatment. They delivered none of these things. Instead, they exposed Landen to predatory residents in a housing unit they knew to be dangerous, allowed him to be sexually assaulted on numerous occasions—including by a resident who was witnessed in the act by a staff member who smirked and walked away—and then covered up the abuse when

Landen reported it.

4. As a result of Defendants' misconduct, Landen has suffered permanent psychological injury, including severe exacerbation of his PTSD, complex trauma, ongoing suicidal ideation, multiple psychiatric hospitalizations, and profound disruption of his education, employment prospects, and quality of life. He brings this action to obtain compensation for those injuries and to hold Defendants accountable for their willful and reckless disregard for his safety and well-being.

II. PARTIES

5. Plaintiff Landen Giovanni Liparote is an adult individual who currently resides in the Commonwealth of Pennsylvania. At all times relevant herein, Landen was a minor child residing at Discovery Ranch for Boys located at 1308 S 1600 W, Mapleton, Utah County, Utah 84664.

6. Defendant Discovery Ranch, Inc. is a Utah corporation with its principal place of business at 1308 S 1600 W, Mapleton, Utah County, Utah 84664. Its registered agent is Stephen Nadauld, 757 S. Main Street, Springville, Utah 84663.

7. Defendant Discovery Ranch for Boys, LLC is a Utah limited liability company with its principal place of business at 1308 S 1600 W, Mapleton, Utah County, Utah 84664. Its registered agent is Stephen Nadauld, 757 S. Main Street, Springville, Utah 84663. Defendant Discovery Ranch for Boys, LLC owns and/or operates the residential treatment facility known as "Discovery Ranch for Boys."

8. Defendant Discovery Ranch for Boys Real Estate, LLC is a Utah limited liability company with its principal place of business at 1308 S 1600 W, Mapleton, Utah County, Utah

84664. Its registered agent is Stephen Nadauld, 757 S. Main Street, Springville, Utah 84663. Upon information and belief, Discovery Ranch for Boys Real Estate, LLC owns the real property on which the Discovery Ranch for Boys facility is located.

9. Defendant Ascent OPCO, LLC is a Utah limited liability company whose registered agent is Stephen Nadauld, 757 S. Main Street, Springville, Utah 84663. Upon information and belief, Ascent OPCO, LLC is a parent, management, or operational company that owned, operated, managed, controlled, or otherwise exercised authority over the Discovery Ranch for Boys facility during the relevant period.

10. Defendant Dorothy Ah Quin (“Ah Quin”) is an individual who, upon information and belief, resides at 511 W. 630 St., Orem, Utah 84058. At all relevant times, Ah Quin was employed as a licensed mental health therapist at Discovery Ranch for Boys and was assigned as Landen’s primary therapist.

11. Defendants Does 1 through 10 are individuals whose true names and capacities are presently unknown to Plaintiff, but who were employees, agents, staff members, supervisors, or other representatives of the Discovery Ranch Defendants who participated in, knew of, concealed, or failed to prevent the conduct alleged herein. Plaintiff will amend this Complaint to identify these individuals when their identities are ascertained through discovery.

12. Defendants Roe Corporations/Entities 1 through 10 are business entities whose true names and capacities are presently unknown to Plaintiff, but which may include parent companies, subsidiaries, affiliates, investors, or other entities that owned, operated, managed, controlled, funded, or were otherwise responsible for the Discovery Ranch for Boys facility during the relevant period. Plaintiff will amend this Complaint to identify these entities when

their identities are ascertained through discovery.

13. Upon information and belief, each of the named Defendants is the agent, servant, employee, partner, joint venturer, alter ego, and/or co-conspirator of each of the other Defendants, and in doing the things alleged herein was acting within the course, scope, and authority of such agency, service, employment, partnership, joint venture, or conspiracy. Each Defendant ratified, approved, and/or authorized the acts and omissions of the other Defendants as alleged herein.

III. JURISDICTION AND VENUE

14. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiff asserts claims arising under federal law, including the Trafficking Victims Protection Reauthorization Act, 18 U.S.C. §§ 1589 and 1595, and 18 U.S.C. § 2255.

15. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a) because those claims are so related to the federal claims that they form part of the same case or controversy under Article III of the United States Constitution.

16. This Court also has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a) because Plaintiff is a citizen of the Commonwealth of Pennsylvania, all Defendants are citizens of the State of Utah, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

17. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in Mapleton, Utah County, Utah, within the Central Division of the District of Utah.

18. The parties have complied with the prelitigation requirements of the Utah Health Care Malpractice Act, Utah Code Ann. § 78B-3-401, et seq. Plaintiff served a Notice of Intent to

Commence Medical Malpractice Action upon all Defendants on or about October 27, 2025, and filed a Request for Prelitigation Screening Panel with the Utah Division of Professional Licensing on the same date. Plaintiff has secured a Certificate of Compliance and is authorized to proceed with the filing of this Complaint.

19. To the extent the enrollment agreement contains an arbitration clause purporting to require arbitration of Plaintiff's claims, that clause is void, unenforceable, and/or inapplicable for the following reasons, among others: (a) it was signed by a legal guardian on behalf of a minor, and a minor cannot be bound by an arbitration clause through a guardian's waiver of the minor's right to a jury trial absent court approval; (b) it was procured through fraud and/or misrepresentation regarding the nature of the facility; (c) it is unconscionable; and (d) claims arising under federal law, including labor trafficking, may not be compelled to arbitration where doing so would undermine a federal statutory scheme.

IV. FACTUAL ALLEGATIONS

A. Discovery Ranch and Its Representations

20. Discovery Ranch for Boys is a residential treatment facility for adolescent males located in Mapleton, Utah County, Utah, operating pursuant to licensure by the State of Utah as a residential treatment center.

21. The Discovery Ranch Defendants held themselves out to the public, and specifically to Landen and his guardian Susan Damato, as providers of evidence-based, trauma-informed mental health care in a safe, supervised, and therapeutic environment. They represented that the facility was staffed by qualified mental health professionals and employed specialized therapeutic modalities—including Dialectical Behavior Therapy ("DBT") and Eye Movement

Desensitization and Reprocessing (“EMDR”) therapy—appropriate for adolescents with trauma histories.

22. On or about May 24, 2021, Susan Damato, acting as Landen’s legal guardian, executed an enrollment agreement with the Discovery Ranch Defendants and paid approximately \$33,000 from her personal retirement savings as tuition for Landen’s placement, based on the representations described above.

23. Landen was admitted to Discovery Ranch for Boys on or about May 25, 2021, and remained at the facility until on or about August 27, 2021—a period of approximately three months.

B. Dangerous Housing Placement

24. Upon admission, Landen was placed in a housing unit known as “South House.” The Discovery Ranch Defendants were aware, or in the exercise of reasonable care should have been aware, that South House housed residents with violent tendencies, a history of aggression, and serious behavioral problems.

25. Staff members at Discovery Ranch, including a supervisor identified as “Eric,” affirmatively informed Landen that he was being placed in South House and kept there to serve as a behavioral model—to “be an example” and “raise the level” of South House. This deliberate decision to sacrifice Landen’s physical safety for institutional purposes was itself an act of negligence, recklessness, and gross disregard for his welfare.

26. Violent incidents in South House occurred on an almost daily basis. Residents in South House regularly attempted to harm one another. Despite knowing this environment was dangerous and incompatible with Landen’s trauma history and therapeutic needs, the Discovery

Ranch Defendants refused to relocate Landen when he repeatedly requested a transfer. When Landen specifically requested to be moved for safety reasons, he was told: “Not going to happen. We need to upgrade the level of South House.”

27. Defendant Ah Quin, as Landen’s assigned therapist, also declined to support a transfer despite her awareness of the dangers in South House and her clinical knowledge that exposure to ongoing violence and threat was directly contraindicated for a patient with Landen’s trauma history and PTSD diagnosis.

C. Repeated Sexual Assaults

28. During his placement at Discovery Ranch for Boys, Landen was sexually assaulted by at least three different residents on multiple separate occasions.

29. **Assaults by Roman:** A resident identified as “Roman” sexually assaulted Landen on at least three separate occasions, including incidents that occurred in the shower, in the dormitory, on a mattress in the living room, and while Landen was seated at a table. On at least one occasion during a staff headcount, a Discovery Ranch staff member directly observed Roman sexually assaulting Landen—the staff member made eye contact with a visibly distressed Landen, smirked, and walked away without intervening, reporting the incident, or taking any action to protect Landen.

30. **Assault by Jonathan:** A resident identified as “Jonathan” climbed into Landen’s bed while Landen was asleep and sexually assaulted him by pressing his genitals against Landen. This assault was witnessed by another resident. When Landen reported the assault to staff and when his mother reported it during a family communication, staff dismissed the incident as “snuggling,” took no protective action, and failed to report the assault to authorities.

31. **Assault by Cody:** On Landen’s final day at the facility, a resident identified as “Cody” sexually assaulted Landen during a group photograph taken in the presence of staff and other residents. No staff member intervened.

32. Landen promptly reported each assault to facility staff, including to his assigned therapist Defendant Ah Quin. His reports were dismissed, minimized, or ignored. Discovery Ranch failed to protect Landen after learning of the assaults, failed to investigate the reports in good faith, failed to separate Landen from his known attackers, and failed to report the assaults to law enforcement or the Utah Division of Child and Family Services (“DCFS”) as required by Utah’s mandatory reporting statute, Utah Code Ann. § 62A-4a-403.

D. Chemical Attack and Medical Neglect

33. Resident Jonathan also threw a blue cleaning chemical on Landen while he was in the shower, causing chemical burns on his already sunburned back. Landen experienced significant pain and physical injury as a result.

34. Defendant Ah Quin, when informed of the chemical burns, dismissed the injury as “just a sunburn reaction,” denied that facility chemicals could cause such harm, and failed to obtain appropriate medical evaluation or treatment. Landen received only ice packs for chemical burns. Discovery Ranch failed to properly document the injury, failed to confiscate or secure the chemical used in the attack, and failed to investigate the incident as an assault.

E. Therapist Misconduct and Institutional Betrayal

35. When Landen reported the sexual assaults to Defendant Ah Quin, she responded with victim-blaming, telling him: “If someone is going to be able to take advantage of you that way, you’re not going to be able to survive in the real world.”

36. In a severe and shocking breach of professional duty, confidentiality, and basic human decency, Defendant Ah Quin disclosed to Roman that Landen had reported the sexual assaults—directly exposing Landen to escalated threats of violence and further abuse from his attacker. This disclosure was a gross violation of every applicable standard of therapeutic care and professional ethics, and directly endangered Landen’s safety.

37. Defendant Ah Quin promised Landen that she would “take this to the police” and that Jonathan would be “held accountable.” These were lies. No police contact was ever made. No consequences were imposed on any resident who assaulted Landen. The written statement Landen gave regarding the assaults subsequently disappeared from the facility’s records.

38. Defendant Ah Quin exhibited a consistent pattern of making promises to residents and then acting as though the promises had never been made—including by promising movie nights and similar activities that were never provided—establishing a documented pattern of institutional deception and psychological manipulation of vulnerable minors in her care.

39. Upon information and belief, Discovery Ranch and Defendant Ah Quin failed to make a mandated report of abuse to DCFS and/or law enforcement pursuant to Utah Code Ann. § 62A-4a-403, despite receiving reports of sexual assault from Landen and witnessing physical evidence of abuse. This failure to report was a proximate cause of continued abuse and harm to Landen.

40. Discovery Ranch systematically monitored and censored Landen’s communications with his family, preventing him from fully reporting the abuse to his guardian Susan Damato and further isolating him from outside support.

F. Forced Labor, Food Deprivation, and Educational Neglect

41. The Discovery Ranch Defendants required Landen and other residents to perform unpaid manual labor, including the care and management of cattle held on the facility's property and being prepared for commercial sale. The Discovery Ranch Defendants profited from this unpaid labor. Landen was required to perform this labor in extreme heat without adequate sun protection, resulting in the severe sunburns that were subsequently chemically aggravated by the attack described above.

42. This compelled unpaid labor of a minor for the commercial benefit of a third party constitutes labor trafficking in violation of the Trafficking Victims Protection Reauthorization Act, 18 U.S.C. § 1589, et seq., for which Plaintiff may bring a civil claim pursuant to 18 U.S.C. § 1595.

43. Landen and other Discovery Ranch residents were regularly provided with inadequate portions of food and were frequently hungry. Food deprivation was used as a method of control and discipline.

44. Landen was denied the specialized therapeutic services—specifically DBT and EMDR therapy—for which Susan Damato specifically contracted and paid. Landen received neither DBT nor EMDR therapy during his placement.

G. Life-Threatening Departure

45. When Susan Damato determined that the facility was unsafe for Landen and communicated her intent to withdraw him from the program, Defendant Ah Quin responded with anger and retaliation. In deliberate disregard for Landen's safety, she announced his planned departure to the entire group of residents, including Roman and others who had threatened and

assaulted Landen.

46. This announcement incited a violent reaction that Landen has described as a “riot.” During this incident, Roman made explicit and specific death threats against Landen, stating that he was “going to kill him and cut off his head.” The situation became so dangerous that facility staff were required to hide Landen in a staff room for his own protection and to pack his belongings for him rather than allow him to move freely within the facility.

47. Even at the moment of Landen’s departure, Defendants failed to report the threatening incident to law enforcement, failed to ensure his safe exit, and took no disciplinary action against those who had threatened Landen’s life.

H. Damages

48. As a direct and proximate result of Defendants’ conduct, Landen has suffered the following injuries and damages, among others:

- **Restitution of tuition:** Approximately \$33,000 paid from Susan Damato’s retirement funds for “treatment” that constituted abuse, neglect, labor trafficking, and institutional betrayal.
- **Past medical and mental health expenses:** At least four psychiatric hospitalizations since March 2022, including one following a suicide attempt in July 2024; outpatient therapy at Blackbird Health (2022-2024); ketamine infusion therapy (September-December 2024); ongoing BDSA (Bipolar and Depression Support Alliance) group therapy twice weekly; and continuing efforts to identify and obtain appropriate individual therapy.

- **Future medical and mental health expenses:** Landen will require specialized trauma-informed mental health care for the foreseeable future and likely for the remainder of his life.
- **Educational costs and delays:** Two academic years at Moravian Academy private school, a partial year at Wilson Area High School, ongoing GED program costs, and related tutoring and support services necessitated by the disruption to his education caused by Defendants' conduct.
- **Loss of earning capacity:** Landen has been unable to complete his education on schedule, is unable to maintain consistent employment due to ongoing mental health conditions, and has no clear career path. His lifetime earning capacity has been permanently and dramatically reduced.
- **Statutory damages:** \$150,000 per violation pursuant to 18 U.S.C. § 2255 (civil remedy for personal injury resulting from certain federal offenses against minors).
- **Physical pain and suffering:** The physical terror and pain of multiple sexual assaults and the chemical attack that caused bodily burns.
- **Emotional and psychological trauma:** Severe exacerbation of pre-existing PTSD; development of complex trauma disorder; chronic suicidal ideation; multiple psychiatric hospitalizations; and fundamental, lasting loss of trust in therapeutic relationships, authority figures, and institutions.
- **Loss of dignity and safety:** The lasting humiliation and harm of having reports of sexual assault victim-blamed and dismissed, having his confidential

disclosures revealed to his attacker, and suffering institutional betrayal by those charged with his care.

- **Loss of enjoyment of life:** Landen's trauma has derailed his education, destroyed his ability to maintain employment, and prevented him from pursuing prior passions including gymnastics and baseball. He has lost critical years of adolescent development and the foundational experiences of young adulthood.
- **Punitive damages:** The pattern of deliberate, knowing, and reckless misconduct by Defendants warrants substantial punitive damages.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Negligence

(Against All Defendants)

49. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

50. As a residential treatment facility and the employees and agents responsible for a minor's care, custody, and supervision, Defendants owed Landen a non-delegable duty of reasonable care to protect him from foreseeable harm, including harm from other residents, while he was in their custody.

51. Defendants breached their duty of reasonable care in the following respects, among others:

- a. Placing Landen in South House with residents known by Defendants to have violent tendencies and serious behavioral problems;

- b. Refusing to relocate Landen from South House after repeated requests and after becoming aware of specific threats and assaults against him;
- c. Failing to provide adequate supervision of common areas, sleeping quarters, shower facilities, and other spaces where assaults occurred;
- d. Failing to respond appropriately to Landen's reports of sexual assault, threats, and harassment;
- e. Failing to investigate and document incidents of sexual assault and physical violence reported by Landen;
- f. Failing to separate Landen from residents who had already assaulted him;
- g. Allowing hazardous chemicals to be accessible to residents in common areas;
- h. Providing inadequate nutrition to Landen and other residents;
- i. Requiring Landen to perform hazardous manual labor in extreme heat without adequate protection;
- j. Deliberately announcing Landen's departure to residents who had previously threatened and assaulted him, thereby placing him in immediate danger of serious bodily harm or death;
- k. Failing to report incidents of sexual assault and abuse to DCFS and/or law enforcement as required by Utah Code Ann. § 62A-4a-403; and
- l. Failing to implement, enforce, and maintain adequate policies, procedures, and protocols for resident safety, abuse prevention, and incident response.

52. Defendants' breaches of duty were a direct and proximate cause of the physical, psychological, and economic injuries suffered by Landen as alleged herein.

53. Defendants' conduct was willful, wanton, and in reckless disregard for Landen's safety, health, and well-being, including through the deliberate decision to use a vulnerable trauma survivor as a behavioral stabilizer for violent residents, staff's observation of an ongoing sexual assault without intervention, and Defendant Ah Quin's disclosure of Landen's confidential report to his attacker. These acts and omissions constitute gross negligence under Utah law and justify an award of punitive damages pursuant to Utah Code Ann. § 78B-8-201.

SECOND CAUSE OF ACTION
Medical Negligence
(Against All Defendants)

54. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

55. The Discovery Ranch Defendants, as licensed residential treatment facility operators, and Defendant Ah Quin, as a licensed mental health therapist, were at all relevant times health care providers within the meaning of the Utah Health Care Malpractice Act, Utah Code Ann. § 78B-3-403.

56. Defendants owed Landen a duty to provide care consistent with the applicable standard of care for licensed residential mental health treatment facilities and licensed mental health therapists in Utah.

57. Defendants breached the applicable standard of care in the following respects, among others:

- a. Placing a patient with a documented PTSD diagnosis and significant trauma history in a housing unit known to house residents with violent tendencies, in direct contravention of trauma-informed care principles;

- b. Failing to provide Landen with the DBT and EMDR therapeutic modalities for which his guardian contracted and paid, and which were indicated by Landen's diagnosis and treatment needs;
- c. Failing to respond therapeutically and clinically to Landen's disclosures of sexual assault, which required at minimum immediate safety planning, trauma processing support, and coordination with authorities;
- d. Disclosing Landen's confidential therapeutic communication to a known perpetrator—a fundamental violation of the duty of confidentiality and a gross deviation from the standard of care for licensed therapists;
- e. Engaging in victim-blaming statements toward a patient who had disclosed sexual trauma, which directly caused psychological harm and was a gross deviation from the standard of care;
- f. Failing to make a mandatory abuse report to DCFS and/or law enforcement as required by statute and as required by the standard of care for health care providers;
- g. Failing to provide adequate medical evaluation and treatment for Landen's injuries, including chemical burns; and
- h. Deliberately and angrily announcing Landen's departure to his known attackers, which constituted a gross deviation from the standard of care and directly created a risk of serious bodily harm.

58. The deviations from the standard of care described herein were a direct and proximate cause of Landen's injuries.

59. Defendants are jointly and severally liable for all damages caused by the violations of the standard of care as alleged herein, pursuant to the Utah Health Care Malpractice Act and applicable common law.

THIRD CAUSE OF ACTION
Civil Labor Trafficking
(18 U.S.C. §§ 1589, 1595 — Against All Defendants)

60. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

61. The Trafficking Victims Protection Reauthorization Act (“TVPRA”), 18 U.S.C. § 1589, prohibits obtaining labor or services of a person through force, physical restraint, serious harm, abuse of the legal process, or any scheme, plan, or pattern intended to cause the person to believe that failure to perform labor or services would result in serious harm.

62. The TVPRA provides a civil cause of action for victims of trafficking pursuant to 18 U.S.C. § 1595, which allows any individual who is a victim of a violation of the TVPRA to bring a civil action against the perpetrator, as well as against anyone who knowingly benefits from participation in a venture which the person knew or should have known has engaged in trafficking.

63. The Discovery Ranch Defendants obtained the labor and services of Landen, a minor, by exploiting their complete control over his physical custody, movement, communications, and daily life as a residential facility holding him in a controlled environment. Landen was not free to refuse work, leave, or communicate freely with outside persons who could have intervened.

64. Specifically, Defendants required Landen to perform unpaid manual agricultural labor—including the care, feeding, and management of cattle being prepared for commercial sale—from which the Discovery Ranch Defendants received direct commercial benefit.

65. Landen was compelled to perform this labor in extreme heat without adequate protective equipment, leading to severe physical harm.

66. Upon information and belief, the Discovery Ranch Defendants operated a venture that knowingly benefited from and participated in the compelled labor of minors in their care, including Landen.

67. Plaintiff is entitled to civil damages, including compensatory damages, punitive damages, and attorneys' fees and costs, pursuant to 18 U.S.C. § 1595.

68. Additionally, Plaintiff is entitled to statutory damages pursuant to 18 U.S.C. § 2255, which provides a civil remedy for personal injury resulting from violations of enumerated federal criminal statutes, including violations of § 1589.

FOURTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Against All Defendants)

69. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

70. Defendants engaged in outrageous and intolerable conduct, including but not limited to:

- a. Deliberately placing a known PTSD survivor in a housing unit populated by violent residents, and refusing to move him despite his requests and the facility's own awareness of the danger;

- b. Disclosing Landen's confidential report of sexual assault to his attacker, directly leading to escalated threats and harm;
- c. Dismissing Landen's reports of sexual assault with victim-blaming statements;
- d. Making and then abandoning false promises to report the assaults to police, causing Landen to rely on those representations to his detriment;
- e. Announcing Landen's departure to residents who had assaulted and threatened him, precipitating death threats and a near-violent incident requiring his concealment;
- f. Deliberately censoring Landen's communications with his family to prevent him from disclosing the abuse; and
- g. Systematically failing to acknowledge, address, or remedy the abuse Landen suffered, thereby compounding his psychological injury.

71. Each of the foregoing acts was intentional or reckless and was so extreme, intolerable, and outrageous as to exceed all bounds of decency tolerated in a civilized society, particularly given that Defendants were in positions of trust and authority over a vulnerable minor placed in their care.

72. Defendants intended to cause Landen emotional distress, or acted with reckless disregard of the probability of causing Landen emotional distress.

73. As a direct and proximate result of Defendants' outrageous and intolerable conduct, Landen suffered and continues to suffer severe and extreme emotional distress, including exacerbation of PTSD, complex trauma, suicidal ideation, depression, anxiety, and

other serious psychological injuries.

FIFTH CAUSE OF ACTION
Negligent Infliction of Emotional Distress
(Against All Defendants)

74. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

75. Defendants engaged in conduct that they should have realized involved an unreasonable risk of causing emotional distress to Landen;

76. Defendants should have realized that their conduct could cause the sort of emotional distress to Landen that might result in illness or bodily harm; and

77. Defendants' conduct unintentionally caused Landen to sustain severe emotional distress, characterized by illness or bodily harm.

78. As a direct and proximate result of Defendants' negligent conduct, Landen suffered severe emotional distress, accompanied by and manifesting in physical symptoms, including anxiety, depression, panic attacks, sleep disturbances, inability to maintain employment, self-harm ideation, and multiple psychiatric hospitalizations.

SIXTH CAUSE OF ACTION
Fraud and Fraudulent Misrepresentation
(Against Discovery Ranch Defendants)

79. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

80. The Discovery Ranch Defendants made false material representations to Landen and his guardian Susan Damato, including but not limited to:

- a. that the facility was a safe and supervised therapeutic environment;

- b. that it was staffed by qualified professionals capable of providing specialized trauma-informed care;
- c. that Landen would receive specifically contracted evidence-based therapies, including DBT and EMDR;
- d. that the facility would protect Landen's safety, confidentiality, and well-being.

81. Defendants made the above statements knowing they were false, or made them recklessly and without regard for the truth.

82. Defendants intended that Landen and Susan would rely on the statements.

83. These representations were false when made. The Discovery Ranch Defendants knew, or should have known, that they were operating a facility where residents were routinely exposed to violence, sexual assault, forced labor, and inadequate supervision; where staff regularly ignored or concealed abuse; and where contracted therapeutic services were not being delivered.

84. The representations were material to Susan Damato's decision to enroll Landen at Discovery Ranch and to pay approximately \$33,000 in tuition.

85. Susan Damato and Landen reasonably relied upon these representations in agreeing to the placement. Such reliance was reasonable given Defendants' position as licensed health care providers.

86. As a result of this reliance, Landen was enrolled at Discovery Ranch and suffered the injuries described herein, and Susan Damato paid \$33,000 she would not have paid had she known the truth about the facility's conditions.

87. Defendants' fraudulent conduct was deliberate and warrants an award of punitive damages.

SEVENTH CAUSE OF ACTION
Breach of Contract
(Against Discovery Ranch Defendants)

88. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

89. The enrollment agreement executed by Susan Damato on behalf of Landen constituted a valid and enforceable contract between Susan Damato, as Landen's guardian, and the Discovery Ranch Defendants.

90. Pursuant to that contract, the Discovery Ranch Defendants were obligated to provide Landen with, among other things: a safe and supervised therapeutic environment; qualified mental health care; the specific therapeutic modalities of DBT and EMDR; adequate nutrition; and appropriate educational services.

91. Landen is entitled to enforce the benefits of the contract as a third-party beneficiary, as the contract was entered into expressly for his benefit.

92. The Discovery Ranch Defendants materially breached the contract by, among other things, failing to provide a safe environment, failing to supervise residents, permitting serial sexual assault, forcing Landen to perform unpaid labor, depriving him of adequate food, and failing to provide the DBT and EMDR therapies specifically contracted for.

93. As a direct and proximate result of Defendants' breach, Landen and Susan Damato suffered damages, including but not limited to the \$33,000 in tuition paid, the physical and psychological injuries Landen sustained, and all consequential damages flowing from the

breach.

EIGHTH CAUSE OF ACTION
Premises Liability
(Against Discovery Ranch Defendants)

94. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

95. The Discovery Ranch Defendants, as owners, operators, lessees, and/or occupiers of the Discovery Ranch for Boys facility, owed Landen a duty to maintain the premises in a reasonably safe condition for residents who were placed there by their guardians for care and treatment.

96. Defendants breached their duty by, among other things: failing to implement adequate security measures in sleeping quarters, shower facilities, and common areas; failing to properly separate residents with known violent tendencies from vulnerable residents; allowing hazardous cleaning chemicals to be accessible to residents; and maintaining unsafe housing conditions, including overcrowding in South House.

97. Defendants knew or should have known of the unsafe conditions and failed to remedy them.

98. These unsafe conditions directly caused and contributed to the injuries Landen suffered on the premises, including the sexual assaults and the chemical attack.

NINTH CAUSE OF ACTION
Negligent Hiring, Retention, Training, and Supervision
(Against Discovery Ranch Defendants)

99. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

100. The Discovery Ranch Defendants had a non-delegable duty to exercise reasonable care in the hiring, retention, training, and supervision of employees and agents providing care to residents, including but not limited to Defendant Ah Quin and all direct-care staff.

101. Defendants breached this duty by, among other things:

- a. Failing to adequately screen, credential, and evaluate employees working directly with vulnerable minor residents;
- b. Failing to train employees on their mandatory reporting obligations under Utah Code Ann. § 62A-4a-403;
- c. Failing to train staff on appropriate therapeutic responses to disclosure of sexual assault and trauma;
- d. Failing to train staff on maintaining confidentiality in therapeutic relationships;
- e. Failing to adequately supervise employees to ensure compliance with applicable standards and policies;
- f. Retaining Defendant Ah Quin and other staff members despite knowledge or constructive knowledge of their failures to protect residents and comply with applicable standards; and
- g. Failing to implement, enforce, and maintain adequate policies and procedures for resident safety, supervision ratios, and incident reporting.

102. These failures were a direct and proximate cause of Landen's injuries, as adequately trained and supervised staff would have prevented, reported, or stopped the abuse.

TENTH CAUSE OF ACTION
Respondeat Superior / Vicarious Liability
(Against Discovery Ranch Defendants)

103. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

104. At all relevant times, Defendant Ah Quin and Does 1-10 were employees, agents, and/or servants of the Discovery Ranch Defendants, acting within the course and scope of their employment and agency.

105. The Discovery Ranch Defendants are vicariously liable, under the doctrine of respondeat superior, for the negligent, reckless, and intentional acts and omissions of Defendant Ah Quin and Does 1-10 as alleged herein, which were performed in the course and scope of their employment and were directly related to the services they were engaged to provide.

106. Additionally, upon information and belief, the Discovery Ranch Defendants, as management entities, directly authorized, ratified, and/or facilitated the misconduct alleged herein, making them directly liable as corporate actors.

ELEVENTH CAUSE OF ACTION
Civil Conspiracy
(Against All Defendants)

107. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

108. Two or more of the Defendants, including but not limited to the Discovery Ranch Defendants, Defendant Ah Quin, and Does 1-10, combined, agreed, and conspired with each other to commit unlawful acts or to commit lawful acts by unlawful means, causing injury to Landen.

109. The objects of this conspiracy included, among others: covering up the sexual assault and abuse suffered by Landen; preventing Landen from communicating his abuse to his guardian; suppressing mandatory reports of abuse to DCFS and law enforcement; maintaining a culture of institutional silence and complicity that shielded the facility from accountability; and retaining residents as a source of unpaid labor.

110. Defendants took overt acts in furtherance of this conspiracy, including but not limited to: Ah Quin disclosing Landen's confidential abuse report to his attacker; staff members failing to intervene when directly observing a sexual assault in progress; staff dismissing reports of assault to Landen's guardian as "snuggling"; suppression and disappearance of Landen's written assault statement; systematic monitoring and censorship of resident communications; and affirmative refusal to move Landen from dangerous housing conditions to serve institutional interests.

111. As a direct and proximate result of Defendants' conspiracy and their overt acts in furtherance thereof, Landen suffered the injuries described herein.

VI. JURY TRIAL

112. Plaintiff Landen Giovanni Liparote hereby demands a trial by jury on all claims and issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure and the Seventh Amendment to the United States Constitution.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

113. For general and special damages, including economic and non-economic damages, in an amount to be proven at trial;

114. For restitution of all tuition and fees paid to the Discovery Ranch Defendants;

115. For past and future medical, mental health, educational, and related expenses in an amount to be proven at trial;

116. For damages for loss of earning capacity in an amount to be proven at trial;

117. For statutory damages pursuant to 18 U.S.C. § 1595 and/or 18 U.S.C. § 2255 in the amount of \$150,000 per violation;

118. For punitive and exemplary damages in an amount sufficient to punish Defendants for their willful, wanton, and reckless misconduct and to deter similar conduct in the future;

119. For attorneys' fees and costs as permitted by applicable law, including but not limited to 18 U.S.C. § 1595;

120. For pre-judgment and post-judgment interest as permitted by law;

121. For such other and further relief as the Court deems just and proper.

DATED this 28th day of May, 2026.

PEARSON BUTLER PLLC

/s/ Rachel L. Sykes

Rachel L. Sykes

Attorney for Plaintiff