

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION**

Jane Roe and James Roe, Individually, and as
parents, natural guardians, and next friend of
minor child, John Doe,

Plaintiffs,

vs.

Singleton Investment Properties, LLC,
Whetstone Academy, LLC, and John Singleton,

Defendant.

COMPLAINT

NOW COMES J.P. and J.B., Individually, and as parent, natural guardian, and next friend of Minor Child, John Doe, (“Minor Child”), by and through their undersigned counsel, and for their Complaint against the above-named Defendants, allege as follows:

PARTIES

Plaintiffs

1. Plaintiffs J.P. (also known as “Mother”) and J.B. (also known as “Father”) (collectively, “Parents”) are citizens and residents of California.

2. The minor child John Doe is the son of J.P. and J.B. and a resident of a state other than South Carolina

3. Plaintiffs bring this action individually and as next friends for their minor child.

4. At all relevant times, Plaintiff John Doe was the invitee and his parents were paying customers of the Defendants, entitling John Doe to the highest standard of care.

5. Plaintiffs are filing this action anonymously under the pseudonym James Roe,, Jane Roe and John Doe because the subject matter of this lawsuit could bring embarrassment and publicity to the Plaintiffs.

6. Plaintiff John Doe risks humiliation and embarrassment if he is identified since some of his allegations involve descriptions of sexual acts foisted upon him and allowing him to proceed with a pseudonym brings him comfort.

7. If the ability to proceed with a pseudonym is not allowed, the Plaintiffs will experience further harm because of exercising their legal rights.

8. If Plaintiffs are forced to disclose their identities, that disclosure will amplify the injuries that are at issue in this litigation.

9. The public interest in the disclosure of Plaintiffs identities is minimal and not outweighed by the substantial harm of revealing their identity.

10. There will be no furtherance of justice by requiring the public disclosure of Plaintiffs identities

11. Once the Defendants are served and retain counsel, Plaintiffs' identities will be revealed to Defendants in a confidential manner, if not already known.

12. Defendants are not prejudiced by allowing Plaintiffs to proceed anonymously, and any potential prejudice will be mitigated by the confidential disclosure of Plaintiffs' actual identities soon after this lawsuit is filed.

Defendants

13. Defendant Singleton Investment Properties, LLC (hereinafter "SIP") is a corporation that transacts business, owns property, and derives substantial revenue in Oconee County, South Carolina.

14. Defendant Whetstone Academy, LLC (hereinafter, "Whetstone") is a limited liability corporation that transacts business, owns property, and derives substantial revenue in Oconee County, South Carolina.

15. Whetstone Academy, established in 2011, is a therapeutic boarding school that serves boys in grades 5 through 9.

16. In a therapeutic boarding school, services are typically divided among three primary domains: the therapeutic side, the academic (school) side, and the boarding (residential) side.

17. Each of these areas works together to provide comprehensive support for students' emotional, educational, and social development.

18. The educational side and boarding side provide services that are not medical in nature.

19. Defendant Dr. John Lee Singleton, Jr., (hereinafter "Singleton") is a citizen and resident of the State of South Carolina.

20. Singleton owns or controls both SIP and Whetstone.

21. Singleton has extensive experience in education and therapeutic school leadership.

22. Singleton serves on the boards of the National Association of Therapeutic Schools and Programs (NATSAP) and the Independent Educational Consultants Association (IECA).

23. Defendants SIP and Singleton own and operate properties, including Whetstone Academy in Mountain Rest, South Carolina, and Maple Hall Academy in Lexington, Virginia. Both are therapeutic boarding schools for young boys.

JURISDICTION

24. Jurisdiction is proper under 28 U.S.C. § 1332 due to diversity of citizenship and an amount in controversy exceeding \$75,000.

25. Venue is proper under 28 U.S.C. § 1391, as Defendant resides in this district, and the events giving rise to this action occurred here.

GENERAL ALLEGATIONS APPLICABLE TO DEFENDANTS

26. Defendants have the right or power to direct and control the way its employees and/or agents provide care and operate the business of delivering non-medical care for a fee through its boarding school.

27. Defendants have the right or power to direct and control the way its employees and/or agents hire, retain, supervise, and train staff under its employment or agency that work in the educational or residential side of Whetstone Academy.

28. Defendants have a non-delegable duty to provide staff and providers with adequate knowledge and training to be able to provide necessary and reasonable non-medical care to residents at Whetstone Academy.

29. Before the events underlying this case, which took place between September 2024 and November 2024, employees and/or agents of Defendants had actual knowledge that staff and other residents/students engaged in inappropriate conduct against minor residents of the facility.

30. Upon information and belief, since at least 2017, employees and/or agents of Defendants have been aware of the mistreatment and abuse of multiple children residing at Whetstone.

31. Before the events underlying this case took place between September 2024 and November 2024, employees and/or agents of Defendants had actual knowledge that its vulnerable population of residents were subject to abuse and neglect if reasonable precautions were not exercised in the hiring, training, supervision, and monitoring of staff, and in the creation, communication and implementation of proper policies and procedures.

32. Despite this knowledge, and despite knowing that staff and/or other residents/students had the opportunity to abuse, neglect, and torture vulnerable children who

suffered from intellectual and/or cognitive impairments, the Defendants employed and continue to employ unsuitable employees on their premises.

NON-MEDICAL NATURE OF ACTIONS AND NO CAPS ON DAMAGES

33. Section 15-79-100 of the South Carolina defines medical malpractice actions and the types of entities and person covered under such definitions.

34. Therapeutic boarding Houses for children provide some services that may be covered under this definition but only in the therapeutic realm by a licensed provider.

35. Services provided by agents or employees of the facility on the residential or educational side ARE NOT medical in nature and not subject to any caps.

36. Licensed professional counsels or psychiatrists may be covered under S.C. Code Ann. 15-79-100, but that would only be for situations directly involving and within the scope of clinical treatment.

37. The vast majority of supervision, monitoring of students and care of students was undertaken by persons not covered under any type of legislative tort claims cap.

38. Upon information and belief, the majority of Defendants employees are only required to have a high school education or GED.

39. When the majority of employees of Defendants renders care to a child, they are not trained or educated in the diagnosis or clinical treatment of medical conditions.

40. The Defendants non-medical employees can only provide services that are medical in nature when clinically indicated, ordered by a licensed medical provider and for which they have been trained.

41. If Defendants non-medical employees decide to discipline, restrain, or act in a way which is outside any clinically accepted protocol, it is not medical in nature.

42. The Defendants and their employees provide food to residents, which is not medical in nature.

43. The Defendants and their employees communicate with and assist in residents' activities of daily living, which is not medical in nature.

44. The Defendants and their employees are supposed to monitor and supervise the residents at night or in situations where they are vulnerable, which is not medical in nature.

45. When the Defendants or their employees fail to properly monitor or supervise residents and such failure results in abuse, exploitation, or neglect of a child resident, it is not medical in nature.

46. When there is an accepted medical protocol for rendering assistance or services, such as physical restraint, and it is done outside the bounds of reasonableness, it is abuse and not medical in nature.

47. All of the negligent, grossly negligent, and reckless actions or inactions by the Whetstone staff in regard to care of services and assistance to Minor Child which are the basis of this complaint are not medical in nature.

47. All of the negligent, grossly negligent, and reckless actions or inactions by Defendants and their agents and/or employees occurred within the course and scope of employment and non-medical in nature.

48. Any employee of Defendants was only performing non-medical care, an administrative duty, and/or routine medical care (not considered to be medical negligence and thus, not requiring an affidavit of merit) if they are alleged to have engaged in any negligent, grossly negligent, or reckless conduct with the Minor Child.

BUSINESS INVITEE AND STANDARD OF CARE

49. Plaintiff was a paying resident of the Defendants at the time the events described herein took place.

50. South Carolina recognizes four general classifications of persons who come onto a persons or entities premises: adult trespassers, invitees, licensees, and children.

51. Different standards of care apply to different categories of people depending on whether the visitor is considered an “invitee,” i.e., an invited (express or implied) business guest; a “licensee,” i.e., a person not invited, but whose presence is suffered; a “trespasser,” i.e., a person whose presence is neither invited nor suffered; or a child.

52. In premises liability cases, an invitee is offered the highest duty of care by the landowner and a trespasser is generally offered the least.

53. “An invitee is a person who enters onto the property of another at the express or implied invitation of the property owner.” Goode v. St. Stephens United Methodist Church, 329 S.C. 433, 441, 494 S.E.2d 827, 831 (Ct. App. 1997).

54. “Invitees are limited to those persons who enter or remain on land upon an invitation which carries with it an implied representation, assurance, or understanding that reasonable care has been used to prepare the premises and make them safe for their reception.” Restatement (Second) of Torts § 332 cmt. a (1965).

55. A visitor is considered an invitee when he is on a person or entities premises upon a matter of mutual interest or advantage to the property owner.

56. A person is categorized as an invitee on the land of another if he enters by express or implied invitation, his entry relates to the owner’s business or with an activity the owner

conducts or permits to be conducted on his land, and there is a mutual benefit or a benefit to the owner.

57. The owner of property has a duty of exercising reasonable or ordinary care for an invitee or business visitor's safety and is liable for injuries resulting from the breach of such duty.

58. The owner of a property (through its agents and/or employees) has a duty to warn an invitee of latent or hidden dangers of which the landowner (or its agents and/or employees) has knowledge or should have knowledge.

59. Based on these legal principles, The Minor Child and his parents were invitees at the time the events underlying this Complaint occurred.

STANDARD OF CARE REQUIRED OF THERAPEUTIC BOARDING SCHOOLS

60. Therapeutic boarding schools that house children with behavioral difficulties are entrusted with an extraordinary level of responsibility and care.

61. These institutions must meet stringent standards to ensure the physical safety, emotional well-being, and educational development of their students.

62. The standard of care requires comprehensive background checks and training for all staff members, particularly those who interact directly with students.

63. Staff must be trained in trauma-informed care, de-escalation techniques, and child abuse prevention to create a secure and nurturing environment.

64. Moreover, therapeutic boarding schools must implement and enforce robust policies and procedures to safeguard against abuse, neglect, and other risks.

65. This includes consistent monitoring of staff-student interactions, maintaining adequate staff-to-student ratios, and employing licensed mental health professionals to oversee treatment plans.

66. Schools are also obligated to comply with all state licensing requirements and adhere to the ethical guidelines established by accrediting organizations such as the Commission on the Accreditation of Rehabilitation Facilities (CARF) and Cognia.

67. In addition to ensuring safety, these schools must provide students with a structured, supportive environment that addresses their behavioral and emotional needs.

68. This includes individualized treatment plans, regular therapeutic sessions, and access to appropriate academic resources.

69. Failure to meet these standards not only violates the trust placed in the institution but also exposes students to significant harm.

70. Under common law principles, therapeutic boarding schools have a heightened duty of care to protect their residents from foreseeable harm, especially given the vulnerable nature of the populations they serve.

71. Institutions that house and care for children with behavioral difficulties must take reasonable steps to ensure their safety and well-being.

72. This includes maintaining facilities that are secure; providing appropriate supervision and monitoring; and creating an environment where students feel safe from physical, emotional, or psychological harm.

73. In South Carolina, therapeutic boarding schools are expected to align with industry standards set forth by organizations like the National Association of Therapeutic Schools and Programs (NATSAP).

74. These standards emphasize the importance of staff training, ethical treatment practices, and rigorous compliance with state and federal regulations.

75. Facilities must demonstrate an ability to prevent and respond effectively to incidents of abuse, neglect, or misconduct, ensuring all children receive care that prioritizes their best interests.

76. Additionally, therapeutic boarding schools must provide an environment conducive to growth and healing.

77. Therapeutic boarding schools must provide structured daily routines, evidence-based therapeutic interventions, and a focus on academic progress.

78. Institutions failing to meet these industry and legal standards may be deemed negligent under common law principles and held liable for any resulting harm to their residents.

ASSUMPTION OF DUTIES (Restatement 323)

79. Entities that voluntarily undertake a duty to provide services for the protection or benefit of others are obligated to perform those duties with reasonable care.

80. Under Restatement (Second) of Torts § 323, liability may arise if the entity's failure to exercise due care in performing the undertaking increases the risk of harm to the individual or if the individual relies on the undertaking to their detriment.

81. This duty applies broadly to entities that, by their actions or representations, create an expectation that their services will mitigate risks or safeguard others.

82. Whetstone academy, in its public statements and representations to parents and students, ensure the safety of its minor aged residents.

83. Whetstone undertook background checks as part of its security obligations to its minor aged participants.

84. The parents and minors residing at Whetstone relied on the representations of safety and care iterated by Whetstone and its employees.

85. Whetstone undertook a duty to create policies and procedures at the facility.

86. When undertaking policies and procedures, an entity must create, communicate, implement, and oversee proper training and use of policies and procedures to be reasonable.

87. When Whetstone failed to oversee the actions of employees to ensure they were adhering to enacted policies and procedures, this would not be reasonable and led to the detriment of John Doe.

NOTICE TO DEFENDANTS OF DANGER TO WHETSTONE ACADEMY RESIDENTS

88. Whetstone Academy advertises on its website that they are a CARF and advanced accredited therapeutic boarding school that serves young boys in grades five through nine.

89. Whetstone Academy advertises on its website that its vision is to provide a safe and dynamic setting to residents where they can develop the needed tools to have effective skills and strategies for life by focusing on behavioral, academic, social, and emotional skills.

90. Despite the noble purposes Whetstone Academy advertises on their website, there exists a history of allegations concerning young boys being subjected to sexual assault, sexual abuse, and rape during their tenures at Whetstone Academy.

91. This history of past sexual assault, sexual abuse and rape of minor boys was actively concealed from parents of prospective students and current students alike despite Defendants being required to protect minor residents on its property from known risks of harm.

92. Upon information and belief, there are numerous incidents of young boys being subject to sexual assault, sexual harassment, sexual abuse, rape, abuse, neglect, and inhumane treatment while residing at Defendants' Whetstone Academy facility.

93. Upon information and belief, on or about June 2, 2016, there was an investigation into child abuse or neglect after there were reports of a possible violation of S.C. Code § 16-15-

140, Committing or Attempting to Commit a Lewd act Upon a Child Under Sixteen, after a report was made to Oconee County Sheriff's Office (hereinafter referred to as "OCSO") about a sexual assault at Whetstone Academy against a resident juvenile in the early morning hours of June 1, 2016.

94. Upon information and belief, this investigation was closed and would not be reopened unless more evidence was turned over.

95. Upon information and belief, on or about March 7, 2017, there was an investigation by the OCSO into allegations of child abuse or neglect at Whetstone Academy, after OCSO received a report of a possible violation of S.C. Code § 16-03-655 (C)(2), Criminal Sexual Conduct with a Minor, about an employee at Whetstone Academy raping a student resident.

96. Upon information and belief, this case was closed after OCSO was unable to contact the victim.

97. Upon information and belief, on or about March 22, 2018, the OCSO received a report from a mandated reporter about a minor student at Whetstone Academy, being sexually assaulted during their time at the therapeutic boarding school.

98. Upon information and belief, on or about January 28, 2020, there was an investigation by the OCSO into allegations of child abuse or neglect at Whetstone Academy, after they received a report of sexual conduct involving juveniles.

99. Upon information and belief, the OCSO was informed by a point of contact at Whetstone Academy that the victim's parents were consulting with an attorney and were not giving the point of contact permission at that time to give the OCSO their contact information.

100. Upon information and belief, the investigator assigned to the investigation found this odd as the parents were listed as the listed victim in the case.

101. Further, during their investigation, they were told by the CEO at Whetstone Academy that the victim's parents were removing their child from Whetstone Academy and the victim's father did not want law enforcement to interview his son.

102. Upon information and belief, this case was closed due to the non-cooperation of the victims.

103. Upon information and belief, on or about April 28, 2020, there was an investigation by the OCSO into allegations of child abuse or neglect at Whetstone Academy, after they received a report of sexual conduct involving juveniles.

104. Notably, during their investigation, they were told by a point of contact at Whetstone Academy that the parents of the victim did not want law enforcement to contact them, nor did they want law enforcement contacted regarding the sexual assault.

105. Contrary to what the OCSO was told by Whetstone Academy, the OCSO contacted the victim's parents, and the victim's parents denied stating that they declined law enforcement involvement and further stated they would cooperate fully with any investigation.

106. Upon information and belief, this led the assigned investigator at the OCSO to believe that there was deception being used by the point of contact at Whetstone Academy given the facts and circumstances surrounding their January 28, 2020, investigation into similar allegations.

107. Upon information and belief, there are countless other similar incidents of young boys being subject to sexual assault, sexual harassment, sexual abuse, rape, abuse, neglect, and inhumane treatment on Defendant's premises, all of which incidents were known by Defendants or could have been discovered through the exercise of reasonable care.

108. There was a lawsuit filed by a student who was abused at Whetstone academy in 2023 where he alleged that from on or about October of 2018 through January 2020, Plaintiff John Doe was frequently sexually assaulted while on Defendant Singleton Investment Properties, LLC's premises on several different occasions.

109. The non-medical actions or inactions by Defendants' agents and/or employees allowed a culture to exist at Whetstone Academy that facilitated and created a conducive environment for young minor boys to be sexually assaulted, abused, harassed, and exploited.

FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS

110. Whetstone Academy advertises itself as a CARF and Cognia-accredited therapeutic boarding school for boys in grades 5-9.

111. It claims to provide a safe and dynamic environment fostering behavioral, academic, social, and emotional development.

112. Despite its advertised mission, Whetstone Academy has a documented history of allegations of sexual assault, abuse, and neglect against its students.

113. These incidents were known or should have been known by the Defendants, who actively concealed these risks from parents and students.

114. Defendants had actual or constructive knowledge of these risks but failed to take adequate steps to mitigate them, and instead allowing Whetstone Academy to continue operations on its property.

115. Plaintiff John Doe attended Whetstone Academy from September 2024 to November 2024. and was subjected to repeated sexual assaults during his enrollment.

116. During the time at Whetstone, John Doe was in frequent contact with this parents by mail.

117. The staff at Whetstone facilitated a restricted type of contact between parents and child.

118. The letters demonstrated an increase anxiety by John Doe.

119. The parents were growing concerned about this facility after a short period of time.

120. In mid-October (after a period for few weeks at Whetstone), John Doe reported to his mother that he was wetting the bed.

121. This was new behavior by the child that had not been seen in a long time by the parents.

122. John Doe's parents visited him in October for his birthday.

123. John Doe told his parents on this visit that he was outdoors all day from around 8am until 8:00pm.

124. The parents also found out the facility was only using porta potties outdoors.

125. They also learned that there was no school on Fridays.

126. John Doe also told his parents that there are no structured activities at Whetstone on the weekend.

127. He told his parents that if they plan something on a weekend that only certain kids get to attend because Whetstone doesn't have a car big enough to bring more kids.

128. This was the first time that the parents had become aware of these specific issues with Whetstone.

129. In late October, John Doe told his parents that a new kid arrived, and the new kid and another minor boy named Louie performed oral sex on each other outdoors and that it was caught on video camera.

130. John Doe stated that the new kid got kicked out of the program but Louie did not.

131. Around this same time, John Doe wrote his parents a letter and for the first time, made comments that are sexual in nature.

132. He wrote that someone touched his “dick” and that he was told to suck someone’s “dick.”

133. The parents spoke to a Whetstone counselor at this time about their concerns, but she advocated for keeping John Doe at Whetstone.

134. The parents were paying over \$15,000.00 per month for John Doe to be a resident at the facility.

135. John Doe’s mother then communicated to the counselor at Whetstone that she was concerned about the sexualized behavior and referenced it in John Doe’s letter.

136. The staff admitted that there were inappropriate remarks made to John Doe and that staff addresses those comments in the moment.

137. She also said if John Doe did not share those comments when they occurred, there was no way for it to be addressed.

138. John Doe’s mother than said it should be addressed now since a staff member was being told by a parent that these kind of comments were happening.

139. Over the next few weeks, John Doe’s anxiety continues to grow.

140. He continued to write his parents letters and they communicated back to him.

141. On November 24, 2024, John Doe’s mother and sister flew to South Carolina to visit him over Thanksgiving week.

142. John Doe started asking his mother things like What is a dildo? Is it for boys or girls? How does it work? How do condoms work?

143. On November 27, 2024, John Doe told his mother he needed to speak to her about something.

144. John Doe reported to his mother that a boy touched his penis when they were outside one day.

145. He then told his mother he was told to go to a bathroom on other occasions and the boy would "jerk him off" and then he did the same to the other boy.

146. The other boy also told John Doe to put his penis in his mouth and that when John Doe did that to the other boy that something came out of the other boy's penis into John Doe's mouth.

147. John Doe told his mother one time he was told to put his penis into the other boy's rectum.

148. The other boy did the same thing to John Doe but he had him stop because it hurt.

149. John Doe said that these things happened in the bathroom at night.

150. John Doe also said there was a staff member in the bunk room who were supposed to monitor the boys but they sat on the couch and most of the time they were asleep.

151. John Doe identified two of the staff members as Jason and Justin.

152. John Doe also said that other staff at times on the couch were supposed to be supervising the boys in the bunk room and bathroom at night but they didn't pay attention to anything.

153. John Doe was fourteen years old when the sexual assault occurred.

154. John Doe was asked by his mother why he did these things and he responded that he felt pressured and was afraid that if he didn't do what the other boy wanted him to do that he would lose him as his friend and that he didn't have any other friends.

155. In John Doe's records, it's documented that he struggled forming social/peer relationships.

156. After John Doe shared the abuse occurrences with his mother, John Doe said he really wanted to tell someone when it happened, but that he was embarrassed and scared.

157. John Doe also reported to his mother that the other boy was having sexual activity with another resident at Whetstone.

158. John Doe's abuse was due to actions or inactions by non-medical employees who were supposed to supervise and monitor residents in a residential setting.

159. Defendants and their agents and/or employees failed to act on known risks, failed to properly supervise and monitor minor residents, and failed to enact or implement proper policies and procedures which caused harm to John Doe resulting in severe emotional distress, mental anguish, and ongoing psychological trauma.

160. There is no affidavit of merit required in this matter because the persons supervising and monitoring John Doe and other minor residents of the facility were not medical personnel or licensed therapy providers.

FOR A FIRST CAUSE OF ACTION
(General Negligence/Non-Medical)

161. Plaintiffs hereby incorporate by reference and re-allege each and every allegation contained in all preceding paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

162. At all times relevant to the allegations contained herein, Defendants owed duties to Minor Child, and in general to all residents receiving care in their facilities and/or by their employees and/or agents.

163. Defendants and their employees and/or agents undertook the duty to properly investigate, hire, train, retain, and supervise all staff in accordance with the prevailing duty of care in the national community.

164. Defendants and their employees and/or agents undertook the duty to properly create, communicate, implement, and oversee proper policies and procedures with the prevailing duty of care in the national community.

165. Defendants and their employees and/or agents undertook the duty to properly protect the minor child, John Doe, with the prevailing duty of care in the national community.

166. Defendants and their agents, and/or employees, undertook the duty to render non-medical care to Minor Child in accordance with the applicable duty of care in the national community.

167. While Minor Child was under the care of Defendants and their employees and/or agents, said Defendants, and/or employees and/or agents departed from prevailing and acceptable standards of non-medical care and/or duty to the Minor Child and were thereby negligent, grossly negligent, reckless, and in violation of the duties owed to the Minor Child and are liable for one or more of the following acts of omission or commission, any or all of which are departures from the prevailing and acceptable duty of care in the national community:

- a) In failing to protect the Minor Child from abuse;
- b) In failing to properly institute proper safeguards after knowing of other instances of sex abuse of children at Whetstone.
- c) In having knowledge that the children at the facility were having behavioral difficulties and yet failing to ensure they were supervised and monitored in a proper manner.
- d) In falling asleep and failing to pay attention to minor residents, allowing them to suffer sexual abuse while in the bathroom.

- e) In failing to ensure all staff were aware of acceptable behavior and in not reporting inappropriate conduct by employees, staff, or residents;
- f) In failing to supervise residents of the facility in a proper manner which allowed them to harm other residents of the facility, such as the minor child;
- g) In failing to take steps to monitor employees' interactions with residents;
- h) In failing to prevent other residents from abusing a minor child, John Doe;
- i) In failing to investigate the background of staff and other care givers in its employment or service.
- j) In failing to reasonably and properly investigate allegations of abuse to prevent further abuse;
- k) In failing to properly train and instruct employees and supervisors including investigators;
- l) In failing to have in place or failing to enforce standards of acceptable and unacceptable conduct;
- m) In failing to designate competent investigators to evaluate complaints of abuse;
- n) In failing to have in place or failing to enforce standards for reporting acts of abuse to law enforcement authorities and/or D.S.S., etc.
- o) In failing to train and educate its employees to watch out for abusive acts of fellow residents on residents, or, if properly trained and educated, the failure of said employees to properly monitor the Minor Child;
- p) In failing to have proper policies and procedures in place, and if having proper policies and procedures, in failing to have employees adhere to such policies and procedures in a proper manner.
- q) In failing to properly supervise John Doe by Whetstone attendants;
- r) In failing to ensure Minor Child was safe while under Defendant's care;
- s) In failing to protect Minor Child from predatory and abusive residents;
- t) In failing to address known risks of sexual assault and harm from residents on the premises; and,
- u) In such other particulars as may be ascertained through discovery.

168. As a direct and proximate result of Defendants' (and their employees or agents') negligence, gross negligence, recklessness, and multiple departures from their duties of care, as noted above, John Doe has suffered injury and damages. All damages should be in an amount determined by a jury at the trial of this case.

FOR A SECOND CAUSE OF ACTION
(Unfair Trade Practices Act)

169. Plaintiffs hereby incorporate by reference and re-allege each and every allegation contained in all preceding paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

170. The Defendants SIF and Whetstone themselves out as businesses that provide a safe and nurturing environment to middle school age boys with behavioral difficulties.

171. The Defendants SIF and Whetstone charge an exorbitant price for their supposed safe environment for behaviorally challenged minor children.

172. The Defendants SIF and Whetstone are aware that they have issues with protecting minor residents from sexual abuse.

173. Plaintiff Parents relied on Defendant's representations to protect their child when they sent their him to Defendants' facility.

174. Other families and minor residents both from within and outside of the state of South Carolina rely on Defendant's advertisements and representations when choosing to send their child to stay at the facility.

175. Defendant engaged in unfair methods of competition or deceptive acts or practices that were prohibited by law, including:

a. Representing that the services they offer have characteristics of benefits that they do not have, specifically, representing that their facility is safe and nurturing to a minor child; and,

b. Engaging in fraudulent or deceptive conduct creates a likelihood of confusion or misunderstanding by representing that they have appropriate processes and safeguards to protect their minor residents when they do not exist or are negligently enacted.

176. Defendants' actions have occurred in the past, are capable of being repeated and have the capacity to harm the public at large.

177. As a direct and proximate result of Defendant's violation of the South Carolina Unfair Trade Practices Act, John Doe has suffered significant damages and are entitled to recover treble damages and attorney's fees. All damages should be in an amount determined by a jury at the trial of this case.

FOR A THIRD CAUSE OF ACTION
AS TO ALL DEFENDANTS
(Civil Conspiracy)

178. Plaintiffs hereby incorporate by reference and re-allege each and every allegation contained in all preceding paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

179. Prior to John Doe being sexually assaulted by another Whetstone resident, the Defendants should have realized that they do not have proper policies and procedures in place to protect minor children residents from abuse or assault.

180. Defendants should have known that they needed to make changes to ongoing practices to ensure protection to its minor children residents.

181. Despite the knowledge that Defendants had of known incidents of sexual abuse with a vulnerable population and also a minor, they knowingly failed to create, communicate, and implement safety policies and procedures to its minor residents.

182. The Defendants knew that parents would like to know if the place they were sending their behaviorally challenged child was safe or not.

183. The Defendants knew that if they were charging thousands of dollars a month to the parents of minor aged residents, that they needed to ensure the parents had all relevant information to make the best choice for the minor child.

184. The Defendants knew that if they divulged its history of sexual abuse and assault at Whetstone, it would deter many people from sending their child to the facility.

185. Upon information and belief, Defendants undertook an effort to hide or otherwise prevent parents from finding out about the history of sexual abuse and assault at Whetstone.

186. The Defendants not only feared the fallout from such a discovery but also profited from hiding this information from prospective residents and their parents and thus had a financial incentive to hide their history of sexual abuse and assault.

187. Defendants actively conspired to hide the allegations of inappropriate behavior by staff on residents and residents on residents from others, including John Doe's parents.

188. The predicate acts of all Defendants necessary to constitute a conspiracy includes:

1. Defendants complicity with one another to prevent others from finding out the history of sexual abuse and assault at Whetstone;
2. Defendants failure to report incidents of sexual abuse and assault to the property authorities;
3. Defendants working in tandem to prevent parents from discovering that their children may not be safe while enrolled at Whetstone.

189. The predicate acts necessary for the conspiracy are wholly separate and apart from allegations of negligence, gross negligence, or recklessness in other portions of this complaint.

190. As a direct and proximate result of Defendant's conspiracy in this matter, Plaintiff has suffered injury and damages. All damages should be in an amount determined by a jury at the trial of this case.

191. As a direct and proximate result of Defendants' (and their employees or agents') civil conspiracy, as noted above, John Doe has suffered injury and damages. All damages should be in an amount determined by a jury at the trial of this case.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract with Whetstone)

192. Plaintiffs hereby incorporate by reference and re-allege each and every allegation contained in all preceding paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

193. Plaintiff parents acting on behalf of their minor child John Doe entered into a written and/or oral agreement (the "Agreement") with Defendant Whetstone.

194. Whetstone agreed to provide adequate boarding, care, supervision, and educational services to John Doe in exchange for payment of tuition and fees by Plaintiff Parents.

195. Plaintiff parents fully performed their obligations under the Agreement by paying all tuition and fees as required.

196. Under the terms of the agreement as understood by Plaintiff Parents, Whetstone was supposed to provide adequate non-medical care and supervision for John Doe ensuring his safety, well-being, and health.

197. Under the terms of the agreement as understood by Plaintiff Parents, Whetstone

was supposed to take reasonable measures to protect John Doe from harm.

198. Defendant breached the Agreement by failing to fulfill its obligations, including but not limited to, neglecting to provide adequate care and supervision to John Doe, failing to maintain a safe environment, resulting in sexual assault, deviating from the promised standards of care and services as understood by Plaintiff Parents and breaching its implied duty of good faith and fair dealing inherent in the contractual relationship.

199. As a direct and proximate result of Defendant Whetstone's breach of contract, Plaintiff Parents have suffered injury and damages. All damages should be in an amount determined by a jury at the trial of this case.

FOR A FIFTH CAUSE OF ACTION
(Necessaries Claim)

200. Plaintiffs hereby incorporate by reference and re-allege each and every allegation contained in all preceding paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

201. The Plaintiff Parents are responsible for Minor Child's medical bills, medical care, and overall care until he turns eighteen (18). Since Minor Child is under a disability, the Plaintiff will be required to provide this care for an undetermined length of time after Minor Child reaches the age of eighteen (18).

202. The Plaintiff will suffer economic damages, including but not limited to, the provision of medical care, life care expense, psychiatric expenses, lost wages, counseling services, and special programs for abused children due to the actions and/or inactions of Defendants as delineated in all paragraphs above.

203. As a direct and proximate result of the multiple acts and/or omissions as herein alleged on the part of Defendants in all paragraphs above, the Minor Child has suffered the following damages, including, but not limited to:

- a) Substantial medical expenses that are reasonably certain to occur for the remainder of his life;
- b) Substantial life care expenses that are reasonably certain to occur for the remainder of his life;
- c) Substantial loss of earnings and impairment of earning capacity that are reasonably certain to occur for the remainder of his life;
- d) Disability that is likely to occur for the remainder of his life, including the necessity of psychiatric care;
- e) Substantial injury to his psyche and emotional state; and,
- f) Substantial loss of enjoyment of life.

204. As a direct and proximate result of the multiple acts and/or omissions as herein alleged on the part of Defendants in all paragraphs above, the Plaintiff Parents will suffer the following damages, including, but not limited to:

- a) Substantial medical expenses for the Minor Child that are reasonably certain to occur before he reaches the age of 18;
- b) Substantial life care expenses for the Minor Child that are reasonably certain to occur before the age of 18;
- c) Care related to Minor Child's disability that is likely to occur before the age of 18, including the necessity of psychiatric care;
- d) Provision of extraordinary medical care for the Minor Child;
- e) Expenditure of economic resources to provide for the Minor Child before the age of 18, including, but not limited to, special education, assistance, or appropriate therapies such as art therapy, equine therapy, or any other type of treatment which may alleviate some of the Minor Child's suffering due to Defendants' actions and/or inactions;
- f) Substantial injury to the Minor Child's psyche and emotional state;

- g) Loss of society, companionship, and consortium with Minor Child; and,
- h) Lost wages from having to take time off to manage Minor Child, the investigation, and doctors' visits, among other things.

205. The Plaintiff Parents should be awarded any and all damages flowing from any necessities claim or any other damages they may suffer because of Defendants' (and their employees') multiple actions and/or inactions. All damages should be in an amount determined by a jury at the trial of this case.

WHEREFORE, Plaintiffs respectfully pray for judgment against all Defendants for all actual damages, consequential damages, and punitive damages in an amount to be determined by the jury, for the costs and disbursements of this action, and for such other and further relief as this Court deems is just and proper.

By: s/S. Randall Hood
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January 17, 2025