IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

CHERYL STRUBLE; MORGAN STRUBLE, A MINOR, BY AND THROUGH HIS NEXT FRIEND, CHERYL STRUBLE; KELLY DUKES; WILLIE DUKES, A MINOR, BY AND THROUGH HIS NEXT FRIEND, KELLY DUKES; MARK P. RIEPENHOFF, SR.; SANDRA RIEPENHOFF; MARK M. RIEPENHOFF, JR., A MINOR, BY AND THROUGH HIS NEXT FRIENDS, MARK M. AND SANDRA RIEPENHOFF; PATTY CRAWFORD; JUSTIN ROBERTSON, A MINOR, BY AND THROUGH HIS NEXT FRIEND, PATTY CRAWFORD; CINDY McCOY; RALPH G. NOCK, A MINOR, BY AND THROUGH HIS NEXT FRIEND, CINDY McCOY; LINDA GRIGGS; JOSHUA PHILLIPS, A MINOR, BY AND THROUGH HIS NEXT FRIEND, LINDA GRIGGS; CHARLES CAMPBELL; CAROLYN CAMPBELL; JACOB (JAKE) CAMPBELL, A MINOR, BY AND THROUGH HIS NEXT FRIENDS, CAROLYN AND CHARLES CAMPBELL; LEROY LAWRENCE; JOSHUA LAWRENCE, A MINOR, BY AND THROUGH HIS NEXT FRIEND, LEROY LAWRENCE,

PLAINTIFFS

vs.

CIVIL ACTION No. 1:04cv814

HERMAN FOUNTAIN, BETHEL BAPTIST CHURCH OF LUCEDALE, INC., a/k/a BETHEL BAPTIST CHURCH OF LUCEDALE, a/k/a BETHEL BOYS ACADEMY, a/k/a CITY OF REFUGE, JOHN FOUNTAIN, JOSH FOUNTAIN, SUSAN CHURCHWELL, TOMMY FORTENBERRY, ART CANTRELL, OSCAR BONNER, A/K/A "BIG BONNER," JAMES BONNER, A/K/A "LITTLE BONNER", KEVIN MCGOWAN, WILLIAM KNOTT, JOHN BUTLER, JOHN DOE # 1, A/K/A "DRILL INSTRUCTOR MYERS"

DEFENDANTS

PLAINTIFFS' COMPLAINT
(JURY TRIAL DEMANDED)

Come now the Plaintiffs, by and through duly appointed counsel, and for their complaint state:

JURISDICTION AND VENUE

1. Plaintiffs bring this suit for the federal law claims of violation of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., as well as for numerous pendent state law claims. Plaintiffs claim federal question jurisdiction pursuant to 28 U.S.C. § 1331, diversity jurisdiction pursuant to 28 U.S.C. § 1332, and also claim supplemental (pendent state law) jurisdiction under 28 U.S.C. § 1367.

2. All Plaintiffs Struble are either citizens and residents of the state of Colorado or the state of Nebraska; all Plaintiffs Dukes are residents of the State of Florida; all Plaintiffs Riepenhoff are residents of the State of Ohio; Plaintiffs Justin Robertson and Patty Crawford are residents of the State of Virginia; Plaintiffs Ralph G. Nock and Cindy McCoy are residents of the State of Delaware; Plaintiffs Joshua Phillips and Linda Griggs are residents of the State of Arizona; all Plaintiffs Campbell are residents of the State of Michigan; Plaintiffs Leroy Lawrence and Joshua Lawrence are residents of the State of Ohio.

3. None of the Defendants are citizens or residents of any of the states listed in the previous paragraph. No defendant is a citizen of the same state as any Plaintiff. All Defendants are citizens and residents of the state of Mississippi.

4. Each Plaintiff individually claims an amount in excess of that required for diversity jurisdiction.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) (2).

BACKGROUND INFORMATION

6. Defendants Herman Fountain, and others operate a private for profit detention facility for juveniles, doing business as Bethel Boarding Academy or Bethel Baptist Church.

7. It is estimated that the Defendants earn well over $1 million annually, little or none of which is used for bona fide religious or charitable purposes. Most of these earnings are derived from juveniles trafficked

in interstate commerce.

8. This complaint is brought by the named Plaintiffs, which include both parents of former cadets and the former cadets themselves, to obtain redress for the systematic frauds, deceit, violence, and other corrupt and unlawful practices, perpetrated upon parents and their minor cadets for the financial benefit of the Defendants.

9. Defendants use the term "cadets" for the juveniles in their custody. The term "cadet" or "cadets" is used with reservations, for the convenience of the reader.

10. Defendants stated and advertised to parents seeking educational services for their children, by written rule in the Bethel Boys Academy Parent/Cadet Handbook, that cadets were not allowed to discipline one another. It was stressed to parents by the Defendants that cadets were loved in a structured Christian atmosphere with twenty-four hour secure supervision.

11. It was stated and advertised that the parents would get a written contract outlining the obligations of each party according to the terms of their oral agreements.

12. The Plaintiffs generally did not receive a written contract. On information and belief the promise of a written contract is simply part of the Defendants use of dishonest and fraudulent business practices.

13. The advertised treatment of the cadets is wholly false. Defendants use coercive persuasion to coerce cadets into beating, terrorizing, mocking, or restraining other cadets, while maintaining "plausible deniability" of their own culpability in these violent abuses when confronted by civil authorities.

14. On information and belief, Defendants Herman and John and Josh Fountain are the beneficial owners of the majority of the property and income stream represented by Bethel Boys Academy.

15. In fact the Defendants operate what amounts to a private prison, in which minors are subjected to

physical and mental tortures that would find no acceptance in any civilized society.

16. Cadets at Bethel Boys Academy are forced to guard, harass, mock, assault, and physically injure other cadets on command. They are not given a meaningful choice concerning whether to commit such acts against other cadets. They are forced to commit violent crimes against other cadets as a matter of survival. The choice is one between doing the beating, or receiving the beating.

17. Those who fail to comply with the orders of the Drill Instructors are subjected to loss of some or all privileges, beatings by Drill Instructors, extreme physical exhaustion, made to hold to electric fences, held underwater at the "swamp" up to and including drowning and resuscitation, loss of some or all personal belongings for an indeterminate time, beatings by other cadets, mockery by other cadets and Drill Instructors, or whatever other punishment is deemed most feared by the cadet.

18. Communication between cadets and parents is not allowed during the cadet's first two weeks of incarceration. Secrets between parents and cadets are forbidden. Cadets are told that their parents know what is being done to them, that their parents do not want them, and that the parents approved of the abusive treatment. Thus cadets are conditioned not to say anything to their parents. They are conditioned to fear their own parents just as they do the Drill Instructors.

19. Defendants do everything possible to keep a cadet from leaving the facility. They lock all of the doors from the inside and outside in a manner requiring the use of a key to exit or enter. The buildings did not have suitable fire exits. During fire drills it was made plain to the cadets that the principle concern of the Defendants was to make sure that no cadet could escape the Defendants' premises if a fire broke out. Bethel Boys Academy cadets are under constant danger of death from an accidental fire.

20. There are physical measures to prevent any escape or unauthorized entry into the Defendants'

compound. The office had a door, but it was locked and had a Drill Instructor member standing guard to prevent escapes. Defendants rewarded cadets who told on others who might have plans to escape.

21. Defendants in their promotional literature proclaim: "Bethel Boys Academy has a Staff Nurse." This is a fraudulent claim used by the Defendants to deceive parents into believing that Bethel Boys Academy is a quality institution with personnel and procedures to protect the health of cadets. To the extent that some person called a "staff nurse" is employed, this person does not provide the medical care that would ordinarily and customarily be the minimum care required to provide for the basic health needs of the cadets.

22. Cadets under the control of Defendants are often denied toilet breaks to the extent that they are forced to urinate or defecate in their clothing. Defendants then use this opportunity to inflict mental distress and fear on the rest of the cadets in their control.

23. The cadets who are unfortunate enough to urinate or defecate, or both, in their clothing are subjected to extreme mental and psychological abuse, by being made fun of, laughed at, and called names by the other cadets, with the approval and participation of the Defendants.

24. Defendants pursue a deliberate strategy of using retention of bodily wastes to cause physical injury and harm.

25. Defendants intentionally use the combination of fatigue, harassment, poor food, lack of bathroom breaks, and extreme exercise to overtax the immune systems of cadets within their custody, to cause exhaustion and illness. Exhaustion, illness, and physical injury are simply used as tools in Defendants' arsenal of weapons used for coercive persuasion.

26. Defendants systematically deprive cadets in their custody of contact with the outside world.

27. The Defendants systematically deprive cadets in their custody of the benefits of education, while fraudulently representing to parents that they are trying to provide a satisfactory education.

28. Defendants deliberately use sleep deprivation to wear down and break the resistance of cadets in their custody. Defendants purposely prevent the cadets from getting to bed on time, and wake them up early. The cadets are routinely limited to 4 or 6 hours of sleep per night, sometimes to 3 or 5 hours of sleep per night.

29. Defendants lock cadets in footlockers for hours at a time, often forcing other cadets to sit or stand on top of the footlocker, to cause mental and physical torture to the cadets.

30. Defendants abuse, terrorize, and harass cadets in their care until they are so desperate for relief that they will agree to beat and torment other cadets.

31. All cadets are at all times forced to serve as unpaid guards, to beat any other cadet on command by Defendants or their Drill Instructors, and to catch and report potential runaways. This work is demanded of all cadets approximately 18 hours per day.

32. Some cadets are required to work at various jobs other than security, some of which make economic sense and some of which do not.

33. Therefore, the Plaintiffs herein who have been forced to do this work are pleading and praying for compensation at the legal minimum wage, with overtime, for 18 hours for each day of confinement at Defendants' facility.

34. Defendants fail to maintain records of hours and wages in compliance with the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

35. Defendants routinely pressure cadets to remain at the Academy as staff. In some cases, pre-

arranged marriages are carried out, with Defendant performing the marriage ceremony and both cadet and spouse remaining as Bethel Staff Members. Such employees are given a pittance of pay, much less than minimum wage, and are expected to enforce all demands of the Defendants against any cadet in their custody. The employment of such persons is made possible only by Defendants' brainwashing and routine deprivation of substantial age and intelligence appropriate education which might thereby render the cadet competent and confident to find employment in the outside world.

36. Defendants go to great extremes to convince parents to us their escort service to bring cadets to Bethel Boys Academy.

37. "Escorts" used by Defendants are in most cases staff members from Bethel, who arrest, detain, and transport cadets to facilities such as Bethel Boys Academy, in such manner that the child is deprived of liberty from the time that the child is seized by the escort service.

38. All Plaintiffs request and demand a jury trial.

PLEADINGS AGAINST ALL DEFENDANTS JOINTLY AND SEVERALLY

39. Plaintiffs bring these claims against all Defendants jointly and severally. The Defendants were operating as an organization or joint venture, in which all joint venturers worked to advance the goals of the organization.

40. The true legal status of any corporation or other formal organization is presently unknown.

41. Regardless of any corporate status or other status, the operations of the Defendants are so plainly unlawful, and of such character that all the Defendants necessarily knew that they were engaged in a corrupt, violent, and criminal enterprise, sufficient that each Defendant may lawfully be held legally accountable for the wrongful acts of the other Defendants.

42. The Defendants deliberately acted to limit the Plaintiffs' ability to identify the abusers by name. For example, both "Little Bonner" and "Big Bonner" routinely engaged in batteries and other severe abuses of the Plaintiffs and others, but the cadets were not allowed to know their first names. On information and belief, "Little Bonner" is James Bonner, and "Big Bonner" is Oscar Bonner.

43. William Knott was the Head Drill Instructor during the times relevant to this complaint. He planned, orchestrated, and directed the abuses named herein, in conjunction with the Fountains and others who were his superiors.

PART 1 - MORGAN STRUBLE

PART 1, COUNT I ---- FRAUD, BREACH OF CONTRACT OF CHERYL STRUBLE

44. Plaintiff Cheryl Struble incorporates all other parts of the complaint to the extent legally and ethically appropriate.

45. Plaintiff Cheryl Struble is the mother of Plaintiff Morgan Struble.

46. Plaintiff Cheryl Struble enrolled her son Morgan Struble, a minor, in Bethel Boys Academy in or around Lucedale, Mississippi, on or about May 11, 2003. Morgan Struble was a student/cadet there until on or about May 14, 2003.

47. Plaintiff Cheryl Struble paid the sum of $20,000 via cashiers check to Bethel Boys Academy upon enrollment of her son, Morgan Struble, for his education for the term of one year. Plaintiff Struble later filed a stop-payment on the cashiers check through her bank, and thus did not lose the $20,000.

48. Plaintiff Cheryl Struble paid an additional $4000 in cash to Bethel Boys Academy to cover her son's necessary orthodontist appointments while he was enrolled at Bethel. Plaintiff Struble's son was never

taken to the orthodontist while attending Bethel Boys Academy. Plaintiff Cheryl Struble was told by Defendant Herman Fountain at the time that she withdrew her son from Bethel Boys Academy that he would not reimburse any monies paid to the school, despite the fact that Plaintiff Struble's son had only been at Bethel for a very short time and was severely abused.

49. Plaintiff Cheryl Struble relied on the claims of the Defendants that Plaintiff Morgan Struble would be well cared for and properly educated for a year, in exchange for the payment of $20,000 for tuition and $4,000 for necessary orthodontic care. Plaintiff Cheryl Struble spoke with Defendants John Fountain and Susan Churchwell, who assured her the program was a humane, caring, quality educational program.

50. John Fountain Jr., and Susan Churchwell each knew full well that the claims of a quality educational program were altogether false.

51. Plaintiff Cheryl Struble believed the numerous representations of Defendants that Bethel Boys Academy offered hope and help to troubled young men, through positive peer influence, without the use of behavior modification drugs, without the use of students to punish or discipline other students, and because of the advertised loving atmosphere.

52. Plaintiffs and all of them confined Plaintiff Cheryl Struble's son, through fraud and deception, from approximately May 11, 2003 until approximately May 14, 2003.

53. Although Plaintiff Struble was assured by Bethel Boys Academy staff that she and her son would receive copies of the parent/cadet handbook, unbeknownst to Plaintiff Cheryl Struble, her son was never shown or allowed to read a handbook while being confined there.

54. In direct violation of the terms of the contract made between Plaintiff Cheryl Struble and

Defendants, Defendants, without Plaintiff Cheryl Struble's knowledge or approval, allowed and encouraged assaults to be committed upon Morgan Struble by allowing staff members and other students to beat, kick, or otherwise physically attack him.

55. Plaintiff Cheryl Struble was not informed of the of the mistreatment that would be accorded her minor son, as is more fully explained in the following counts of this part of the complaint.

56. Morgan Struble did not attend classes while at Bethel Boys Academy, but instead was forced to work for the school that included, but was not limited to, cleaning the barracks and school grounds, lawn maintenance, construction work on private homes on the Bethel property, working on a farm connected to the Bethel property, and other various tasks required by Defendants. Plaintiff Cheryl Struble knew nothing of the use of her son's labor in this manner. This use of Morgan Struble for forced labor is a violation of the agreement between Cheryl Struble and Defendants.

57. Plaintiff Cheryl Struble has been damaged in the amount of $4,000 for the loss of money for orthodontist appointments, in addition to all other losses suffered, proximately caused by the fraudulent misrepresentations of Defendants. Plaintiff Cheryl Struble's son received no benefit from her payment and she has received no refund. Defendants have withheld the return of those funds without legal justification or excuse.

58. Plaintiff Morgan Struble has suffered dramatic negative change as a result of his mistreatment. Since his release, he shows minimal affection to others within the family. Plaintiff Cheryl Struble has suffered the loss of consortium with her son.

PART 1, COUNT II ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT,

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

59. Plaintiff Morgan Struble incorporates all other parts of the complaint to the extent legally and ethically appropriate.

60. Defendants and all of them confined Plaintiff Morgan Struble while he was a minor without legal justification by the use of fraud and deceit on the Plaintiff Morgan Struble and his parents, from on or about May 11, 2003 until on or about May 14, 2003.

61. Although Defendants and all of their parents were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Morgan Struble was never shown the handbook while being confined there.

62. Defendants and all of them have falsely imprisoned Plaintiff Morgan Struble, and Defendants and all of them, knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Morgan Struble while he was a child less than seventeen years old. Morgan Struble was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving.

63. Within the first 10 minutes after arrival at Bethel Boys Academy, Plaintiff Morgan Struble was made to change into army fatigues. His head was shaved bald, during which time several nicks were made to his scalp while he was being told that "this is just a sample of what can happen if you don't follow our instructions and do what you are told."

64. Plaintiff Morgan Struble was then taken to the barracks where four grown drill instructors were waiting to beat him. When he would fall, they would kick him. The beating continued for about a half hour.

65. Once at his bunk, Plaintiff Morgan Struble found his suitcase empty. All of his things had been

stolen while he was being beaten. He did not report the theft because he was too afraid.

66. Plaintiff Morgan Struble was told, repeatedly, that his parents knew that he was being beaten and deprived of food and water.

67. Defendants committed numerous physical assaults upon the Plaintiff Morgan Struble, by kicking him, cutting him, and depriving him of food and water.

68. Bethel Boys Academy intentionally inflicted emotional distress on the Plaintiff Morgan Struble by refusing necessary medical care, by the standing threats of beatings and arbitrary punishments, and by constant degradation and humiliation.

69. Plaintiff Morgan Struble was falsely told that his parents did not want him. Plaintiff Morgan Struble was falsely told that his parents knew about and had agreed to the treatment that he was receiving at the hands of the Defendants.

70. Plaintiff Morgan Struble is still severely tormented by the memories of what happened to him.

71. Plaintiff Morgan Struble was prevented from telling anybody, even his parents, about the horrible abuses taking place inside Bethel Boys Academy because no phone calls were allowed when he was injured.

PART 1, COUNT III ---- NEGLIGENT MEDICAL CARE

72. Plaintiff Morgan Struble incorporates all other parts of the complaint to the extent legally and ethically appropriate.

73. Immediately after his arrival at Bethel Boys, Plaintiff Morgan Struble was forced to suffer a great amount of unwarranted and undeserved punishment for no apparent reason. Plaintiff Morgan Struble was denied any contact with his parents or with a medical provider after the beating.

74. Plaintiff Morgan Struble was never taken to the doctor in order to be checked for any internal injuries after the beating described in the previous count.

75. Plaintiff Morgan Struble was not allowed to use the restroom as needed.

76. Most of the Plaintiff Morgan Struble's day was devoted to working for the benefit of Defendants.

77. Defendants were negligent and grossly negligent in providing medical care, for injuries caused by the Defendants or suffered by Plaintiff otherwise.

78. As a result of the acts and omissions of the Defendants, Plaintiff Morgan Struble has suffered severe and lasting emotional and mental trauma. As a result of the acts and omissions of the Defendants, Plaintiff Morgan Struble is to the present day so emotionally and mentally damaged that he has difficulty relating to friends, co-workers, and others in the normal manner of a person who has not suffered the trauma Plaintiff Morgan Struble suffered at the hands of the Defendants. The acts and omissions of the Defendants have caused a great deterioration of the quality of life of Plaintiff Morgan Struble and family.

PART 2 - WILLIE DUKES

PART 2, COUNT I ---- FRAUD, BREACH OF CONTRACT OF KELLY DUKES

79. Plaintiff Kelly Dukes incorporates all other parts of the complaint to the extent legally and ethically appropriate.

80. Plaintiff Willie Dukes incorporates all other parts of the complaint to the extent legally and ethically appropriate.

81. Plaintiff Kelly Dukes is the mother of Plaintiff Willie Dukes.

82. Plaintiff Kelly Dukes enrolled her son, Plaintiff Willie Dukes, in the Bethel Boys Academy in or around Lucedale, Mississippi, from on or about October 1, 2002 until on or about May 22, 2003.

83. Plaintiff Willie Dukes was enrolled and attended Bethel Boys Academy in or around Lucedale, Mississippi, from on or about October 1, 2002, until on or about May 14, 2003.

70. Defendant fraudulently told Plaintiff Kelly Dukes that they would provide quality care and custody of her son, Plaintiff Willie Dukes, for a price in excess of $16,000 for the year he was to be at Bethel.

71. Plaintiff Kelly Dukes obtained a loan through the Sallie Mae Foundation sufficient to pay the tuition demanded.

72. Plaintiff Willie Dukes has been denied his transcript from Bethel Boys Academy for work completed as they are withholding the document at the request of more money from Plaintiff Kelly Dukes for tuition.

73. Plaintiff Willie Dukes went to Bethel Boys Academy willingly in preparation for a future in one of the United States military services.

74. Plaintiff Kelly Dukes has been defrauded of $16,000, in money obtained by fraud and deceit, as well as further damages for the injury caused to her by reason of the mistreatment of her son.

PART 2, COUNT II ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

75. Plaintiff Willie Dukes Incorporates all other parts of the complaint to the extent legally and ethically appropriate.

76. Defendants and all of them confined Plaintiff Willie Dukes while he was a minor without legal justification by the use of fraud and deceit on Plaintiff Willie Dukes and his parents from on or about October 1, 2002 until on or about May 14, 2003.

77. Defendants and all of them have falsely imprisoned Plaintiff Willie Dukes, and knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Willie Dukes while he was

a child less than seventeen years old. Plaintiff Willie Dukes was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving.

78. Although Plaintiff Willie Dukes and Plaintiff Kelly Dukes were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Willie Dukes was never shown the handbook while being confined there.

79. Plaintiff Willie Dukes was locked inside a foot locker for two to thirteen hours at a time. He was not allowed out, even go to the bathroom. He was not allowed to eat or drink while locked in the footlocker. On several occasions, other cadets were instructed to sit on top of the footlocker while Plaintiff Dukes was locked inside.

80. Plaintiff Willie Dukes was made to hold onto an electric fence until he was told to let go by one of the drill instructors.

81. Plaintiff Willie Dukes was punched in his eye on several occasions, causing black eyes.

82. Plaintiff Willie Dukes was called names, choked, slapped, hit, kicked, and spit on by other cadets, as well as staff, while at Bethel. The abuse of the other cadets was occasioned by the directive of the Defendants herein.

83. Plaintiff Willie Dukes was made to scrub floors with his own tooth brush. He then had to use the same toothbrush to brush his teeth.

84. Plaintiff Willie Dukes' head and face were completely shaved upon arrival at Bethel Boys Academy. During the shaving, he was intentionally cut several times on his face and chest with the razor used to shave him.

85. Plaintiff Willie Dukes was made to carry and/or drag a heavy log, referred to as "Big Bertha"

through the mud and rain as a form of punishment. On two separate occasions, Plaintiff Dukes lost his shoes in the mud during this punishment and was not allowed to stop and find them. Plaintiff Dukes was made to carry on through the mud and rain with nothing on his feet except socks.

86. Plaintiff Willie Dukes was denied bathroom privileges causing him to urinate on himself.

87. Plaintiff Willie Dukes was thrown and punched like a human punching bag.

88. Plaintiff Willie Dukes was not allowed to wear his own clothes or even clean clothes.

89. Plaintiff Willie Dukes was denied the right to attend class to continue his education.

90. Plaintiff Willie Dukes was rarely allowed to speak to his parents on the phone. When he was, his call was monitored by staff and if he tried to tell his parents what was happening, he was placed back on work detail.

91. Defendants committed numerous physical assaults upon Plaintiff Willie Dukes by kicking him, hitting him, restraining him, depriving him of food, water, and bathroom privileges.

92. Plaintiff Willie Dukes was not given his mail or monies sent to him by his family members.

93. Plaintiff Willie Dukes was repeatedly poked in the eye as a way of conditioning him to use the term "This cadet," instead of saying, "I," when referring to himself.

94. Plaintiff Willie Dukes was made to do exercises for 14 to 16 hours a day unless he was on work detail or locked in a footlocker.

PART 2, COUNT III ---- FAILURE TO PAY MINIMUM WAGE AND OVERTIME

95. Plaintiff Willie Dukes incorporates all other parts of the complaint to the extent legally and ethically appropriate.

96. Plaintiff Willie Dukes was not allowed the same rest time as other cadets because he was always on "Night Watch Duty." Plaintiff Dukes was responsible for watching other cadets to be sure that no one

tried to escape. Once morning arrived, Plaintiff Dukes was required to begin his normal daily chores, which included, but was not limited to, washing dishes, mopping floors on his hands and knees with a rag or toothbrush. Plaintiff Dukes would have to wash walls in the barracks and dining halls. Plaintiff Dukes outside work included but was not limited to cutting branches with clippers until nighttime, raking leaves, carrying out trash from the dorms or kitchens and picking up trash around grounds.

97. Plaintiff Willie Dukes was made to do the lawn maintenance at the large house in front of the school, even after being up all night on "Night Watch Duty."

98. Plaintiff Willie Dukes prays compensation at the legally appropriate rate, the full adult minimum wage, and overtime for hours over 40 hours per week, for 18 hours for each of the days that he was in the custody of the Defendants.

PART 3 - MARK M. RIEPENHOFF, Jr.

PART 3, COUNT I ---- FRAUD, BREACH OF CONTRACT OF MARK P. RIEPENHOFF, SR. AND SANDRA RIEPENHOFF

99. Plaintiff Mark P. Riepenhoff, Sr., and Sandra Riepenhoff incorporate all other parts of the complaint to the extent legally and ethically appropriate.

100. Plaintiff Mark M. Riepenhoff, Jr., the son of Plaintiff Mark P. Riepenhoff, Sr., and Sandra Riepenhoff, was enrolled by his parents into Bethel Boys Academy in or around Lucedale, Mississippi, from on or about May 1, 2003 until on or about May 14, 2003.

101. Defendants fraudulently told Plaintiffs Mark P. Riepenhoff, Sr., and Sandra Riepenhoff, husband and wife, that they would provide quality care and custody of their son, Plaintiff Mark M. Riepenhoff, Jr., for the price of $25, 000 for the year he was to be at Bethel. $3,000 was required up front and was paid by a cashiers check payable to Tommy Fortenberry.

102. Plaintiffs Mark P. Riepenhoff, Sr., and Sandra Riepenhoff, have been damaged in the amount of $3,000 plus the damages occasioned by the injuries to their son, inflicted by the Defendants.

PART 3, COUNT II ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

103. Plaintiff Mark M. Riepenhoff, Jr., incorporates all other parts of the complaint to the extent legally and ethically appropriate.

104. Defendants and all of them confined Plaintiff Mark M. Riepenhoff, Jr. while he was a minor without legal justification by the use of fraud and deceit on the Plaintiff Mark M. Riepenhoff, Jr. and his parents from on or about May 1, 2003 until on or about May 14, 2003.

105. Defendants and all of them have falsely imprisoned Plaintiff Mark M. Riepenhoff, Jr., and Defendants and all of them, knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Mark M. Riepenhoff, Jr. while he was a child less than seventeen years old.

106. Plaintiff Mark M. Riepenhoff, Jr. was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving.

107. Although Plaintiff Mark M. Riepenhoff, Jr. and his parents were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Mark M. Riepenhoff, Jr. was never shown the handbook while being confined there.

108. Plaintiff Mark M. Riepenhoff, Jr., was surrounded by 6 Drill Instructors, who kicked him, hit him in the face several times, hit him in his genitals, threw water in his face, spat upon him, and called him names all within the first few minutes of arriving at Bethel.

109. Plaintiff Mark M. Riepenhoff, Jr., was stripped down to his underwear and pictures were taken. Afterwards, he was forced to take off his boxer shorts, was beaten and degraded by six Drill Instructors

on the same day, soon after he arrived.

110. Plaintiff Mark M. Riepenhoff, Jr., was called names such as: faggot, worthless, piece of crap, etc. Plaintiff Riepenhoff's head and face were completely shaved. During the shaving, he was cut several times on his face and chest with the BIC razor used to shave him. The Drill Instructors laughed and claimed it was an accident each time he was cut. There were numerous cuts on his chest and head. One instructor shaved and cut his head and another cut his chest at the same time.

111. After Plaintiff Mark M. Riepenhoff, Jr., was beaten and cut and stripped and pictures taken, he was taken out to the yard by the Drill Instructors and made to hold onto an electric fence until he was told to let go. He was forced to hold onto the electric fence three times. Each time the Drill Instructors laughed and ridiculed him.

112. On his second day at Bethel Boys Academy, Plaintiff Mark M. Riepenhoff, Jr., was awakened at 5:00 a.m. by two Drill Instructors, (hereinafter sometimes "DI") one white and one black. The black DI is known as "Bonner." DI Bonner walked up to him and said, "You, new boy," to which Plaintiff Mark M. Riepenhoff, Jr., said "Yes, Sir." DI Bonner said "You didn't say the right command," and grabbed Plaintiff Riepenhoff's throat. With assistance of another DI, Plaintiff Riepenhoff's head was tilted backwards while DI Bonner whispered in his ear, "Do you know how many pounds of pressure it takes to crush a human's esophagus?" DI Bonner then said "2 ½" and starting hitting Plaintiff Mark M. Riepenhoff, Jr., in the throat causing Plaintiff Mark M. Riepenhoff, Jr., to cough up blood. This conduct amounted to an implicit threat to break Plaintiff Mark M. Riepenhoff's Jr. neck or otherwise to cause death or serious physical injury.

113. Plaintiff Mark M. Riepenhoff, Jr., was thrown on a table, his shirt ripped off and then he was thrown against a locker. No medical care was provided.

114. All of Plaintiff Riepenhoff's belongings were taken from his bag; his clothes, shoes, new T-shirts, pillow, sheets, towels and wash cloths; and only his shoes returned to him. When he was picked up by his parents, he was not wearing his own clothing and was very dirty and sloppy.

115. Plaintiff Mark M. Riepenhoff, Jr., was told to put his hand in a bag with a poisonous snake. When he refused, the DI yelled at another DI that "This boy has a discipline problem." He was taken out back and sand was dumped in his face, in his shirt and down his pants. He was made to crawl through rocks on his hands and knees.

116. Plaintiff Mark M. Riepenhoff, Jr., was made to get in the "Booty" position and remain so for two hours. If he fell out, he was hit, kicked, called names by the DI's and other cadets. The DI's made two other cadets come out from the barracks. They were also made to get in the "Booty" position. They were told that it was because of Riepenhoff and one of the other cadets was ordered to hit Plaintiff Riepenhoff.

117. When Plaintiff Mark M. Riepenhoff, Jr., asked the DI what he was doing wrong and told them if they would tell him, he would quit doing whatever it was he was doing, so he would quit getting hit. Plaintiff Mark M. Riepenhoff, Jr. was then hit on the left side of his face, tearing his ear open causing blood to run down the side of his face. He was taken in the barracks and peroxide was poured on the wound and a butterfly bandage applied. He was not seen by a nurse or doctor, even through he asked to go to the hospital. He still has a scar on his left ear.

118. Plaintiff Mark M. Riepenhoff, Jr., asked to call his mother because she is a nurse and could tell them how to treat the injuries referred to in the above paragraph. He was not allowed to call his mother.

119. Plaintiff Mark M. Riepenhoff, Jr., was hit numerous other times for things like not having his hands in the right position, not looking forward, not sounding off loud enough. Plaintiff Mark M. Riepenhoff, Jr., was grabbed by the throat on various occasions. On another occasion, Plaintiff Mark M. Riepenhoff, Jr.,

was choked by Herman Fountain himself.

120. At one point, Plaintiff Mark M. Riepenhoff, Jr., witnessed an incident in which another cadet named Morgan Struble had his mouth filled with toothpaste and held shut while his nostrils were filled with water.

121. During his two weeks at Bethel, Plaintiff Mark M. Riepenhoff, Jr., was starved of food so badly that he lost 14 pounds of body weight, from 164 lbs to 150 lbs.

122. Plaintiff Mark M. Riepenhoff, Jr., was taken by escort from home to Bethel in handcuffs at 3:00 a.m. His parents were told that the cuffs would be taken off down the road but the escort indicated that they should remain in the event that Plaintiff Mark M. Riepenhoff, Jr., resisted.

123. Plaintiff Mark M. Riepenhoff, Jr., was not allowed to brush his teeth, and at times was not allowed to shower.

124. Plaintiff Mark M. Riepenhoff, Jr., now suffers from post-traumatic stress disorder.

125. After a few days of incarceration and abuse, Plaintiff Mark M. Riepenhoff, Jr., once tried to talk directly to Herman Fountain and explain what was going on and how the cadets were being treated. Plaintiff Mark P. Riepenhoff was severely beaten, as ordered by Mr. Fountain.

126. Plaintiff Mark M. Riepenhoff, Jr., was ordered to beat another cadet for wearing Plaintiff Riepenhoff's shoes. Plaintiff Riepenhoff had loaned the shoes to the cadet the day before. The next day, when the DI saw that the cadet was again wearing Plaintiff Riepenhoff's shoes, he ordered Plaintiff Riepenhoff to hit and beat the cadet up or be beaten himself.

127. When Plaintiff Mark M. Riepenhoff, Jr., arrived at Bethel he was given the nick name "Cadet Herpes, Gonorrhea, Syphilis." The nick name was chosen for him because he had a fever blister on his lip. All cadets are assigned a "nick" name upon arrival and must refer to themselves using the nick name.

128. Plaintiff Riepenhoff's bed had to be made within two minutes and in "military style." If it was not

correct, the linens were stripped from the beds of all cadets and they were told it was due to Plaintiff Mark M. Riepenhoff, Jr., who was then hit and kicked by the other cadets in his barracks. Plaintiff Mark M. Riepenhoff, Jr., also participated in these types of beatings when ordered to do so by the Defendants.

129. Plaintiff Mark M. Riepenhoff, Jr., was made to do exercises for 14 to 16 hours everyday. Plaintiff Mark M. Riepenhoff, Jr., was not allowed to wear a hat. He suffered serious sunburns, made especially severe in light of the fact that he was forced to shave his head every 2 or 3 days.

PART 3, COUNT III ---- NEGLIGENT MEDICAL CARE

130. Plaintiff Mark M. Riepenhoff, Jr., incorporates all other parts of the complaint to the extent legally and ethically appropriate.

131. Plaintiff Mark M. Riepenhoff, Jr., was repeatedly poked in the eye as a way of conditioning Plaintiff Mark M. Riepenhoff, Jr., to use the term "This Cadet" instead of saying "I" when referring to himself. Plaintiff's eyes were hemorrhaged as a result of the pokes. Plaintiff Riepenhoff, Jr., was denied medical care for the injuries.

132. Plaintiff Mark M. Riepenhoff, Jr., was forced to stand in the middle of a circle surrounded by cadets and DI's, covered with a wool blanket over his head and shoulders, and forced to spin around in circles. If Plaintiff Mark M. Riepenhoff, Jr., fell into anybody, he would be forced to do it again. Plaintiff Mark M. Riepenhoff, Jr., was severely sweating in 90 degree temperatures and slipped and fell in his own body perspiration. Plaintiff Mark M. Riepenhoff, Jr., was beaten because of the fall and forced by the DI's to stand and spin again.

PART 4 - JUSTIN ROBERTSON

PART 4, COUNT I ---- FRAUD, BREACH OF CONTRACT OF PATTY CRAWFORD

133. Plaintiff Patty Crawford incorporates all other parts of the complaint to the extent legally and

ethically appropriate.

134. Plaintiff Justin Robertson was enrolled at and attended Bethel Boys Academy a few hours before state officials came into the campus and removed himself and several other students on or about May 14, 2003.

135. Plaintiff Sharon Crawford, mother of Plaintiff Justin Robertson, after forceful persuasion on the part of Bethel Boys Academy staff, agreed to have an "escort" bring her son from court in Amherst County, VA, to Bethel Boys Academy in restraints. The escort sent was Bethel Boys Academy staff member Art Cantrell.

136. On information and belief, Art Cantrell was fully aware of the abuse being suffered by the Plaintiffs and knowingly and willingly engaged in conduct tantamount to kidnapping, in order to deliver boys to the custody of Plaintiffs in exchange for money.

137. Plaintiff Sharon Crawford paid Bethel Boys Academy Staff Member Tommy Fortenberry $2500 to send an "escort," Art Cantrell, to pick up her son and take him to Bethel Boys Academy. Plaintiff Crawford also paid Art Cantrell's fees in the amount of $300 (issued a stop payment on the check before it was cashed), which was actually more after motel and lunch expenses.

138. Plaintiff Sharon Crawford paid the sum of $4000 by business check to Bethel Boys Academy for the down payment of Plaintiff Justin Robertson's enrollment

139. When Mississippi State Officials came to the Bethel Boys Academy campus with a court order to search and remove students for suspected abuse, Plaintiff Justin Robertson was so badly injured that Bethel Staff Members attempted to hide him between some lockers to keep him from being seen by the officials. Plaintiff Robertson was found between lockers and taken by the officials.

140. Plaintiff Sharon Crawford was damaged in the amount of $6,800, plus additional damages for the

injuries to her son and her relationship with her son, as a proximate result of the Defendants' fraudulent conduct.

PART 4, COUNT II ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

141. Plaintiff Justin Robertson incorporates all other parts of the complaint to the extent legally and ethically appropriate.

142. Defendants and all of them confined Plaintiff Justin Robertson while he was a minor without legal justification by the use of fraud and deceit on the Plaintiff Justin Robertson and his parents from on or about May 22, 2003 until on or about May 22, 2003.

143. Defendants and all of them have falsely imprisoned Plaintiff Justin Robertson, and Defendants and all of them, knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Justin Robertson while he was a child less than seventeen years old. Plaintiff Justin Robertson was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving.

144. Although Plaintiff Justin Robertson and his parents were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Justin Robertson was never shown the handbook while being confined there.

145. Plaintiff Justin Robertson was taken by "escort" Art Cantrell from his hometown of Troutville, Virginia to Bethel Boys Academy.

146. Plaintiff Justin Robertson was taken to an Emergency Room in Lucedale, Mississippi by the state officials who removed him from Bethel Boys Academy. Plaintiff Robertson had been choked so severely by Drill Instructors at Bethel Boys Academy that he could not speak for three days after returning home.

147. Plaintiff Justin Robertson was treated by his pediatrician immediately after returning home for internal bruising caused by Drill Instructors upon his arrival at Bethel Boys Academy.

148. Plaintiff Justin Robertson, upon arrival at Bethel Boys Academy, was called a "gang member" by Drill Instructors because of a bandana he had brought from home. The Drill Instructors took the bandana from Plaintiff Robertson and tied it around his neck, then used it to drag him across the room by his throat.

149. Plaintiff Justin Robertson was shaved by Drill Instructor John Butler upon arrival at Bethel Boys Academy. When Plaintiff Robertson's head was shaved it was intentionally gouged seventeen times. The gouges in Plaintiff Robertson's head were deep and became infected.

150. Upon the arrival of Plaintiff at Bethel Boys Academy, Defendants Kevin McGowan, and John Butler joined in with "Little Bonner" to beat and kick Plaintiff Justin Robertson severely. He was then ordered to do a pushup and allow himself to free fall to the floor. Plaintiff Justin Robertson was so scared that he obeyed, causing a one inch gash on the chin. He received no medical attention for this gash until state authorities came into Bethel Boys Academy and took him out.

151. The Defendants unsuccessfully tried to hide Plaintiff Justin Robertson from the authorities. On information and belief this was a joint effort on the part of all the Defendants, to hide the evidence of their wrongdoing.

PART 5 - RALPH G. NOCK

PART 5, COUNT I ---- FRAUD, BREACH OF CONTRACT OF CINDY McCOY

152. Plaintiff Cindy McCoy incorporates all other parts of the complaint to the extent legally and ethically appropriate.

153. Plaintiff Ralph G. Nock was enrolled and attended Bethel Boys Academy in or around Lucedale, Mississippi, from on or about December 26, 2002 until on or about May 14, 2003.

154. Plaintiff Cindy McCoy, mother of Plaintiff Ralph G. Nock, was assured by staff members of Bethel Boys Academy that her son would be well cared for and educated for one year in exchange for $16,000 in tuition paid directly to the school.

155. Plaintiff Ralph G. Nock was removed from the Bethel Boys Academy on or around May 27, 2003, by state officials when they entered the school after reports of child abuse.

156. Plaintiff Cindy McCoy suffered damages in the amount of $16,000 plus additional damages for the injuries to her son and her relationship with her son, as a proximate result of the Defendants' fraudulent conduct.

PART 5, COUNT II ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

157. Plaintiff Ralph G. Nock incorporates all other parts of the complaint to the extent legally and ethically appropriate.

158. Defendants and all of them confined Plaintiff Ralph G. Nock while he was a minor without legal justification by the use of fraud and deceit on the Plaintiff Ralph G. Nock and his parents from on or about October 1, 2002 until on or about May 14, 2003.

159. Defendants and all of them have falsely imprisoned Plaintiff Ralph G. Nock, and Defendants and all of them, knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Ralph G. Nock while he was a child less than seventeen years old. Plaintiff Ralph G. Nock was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving

160. Although Plaintiff Ralph G. Nock and his parents were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Ralph G. Nock was never shown the handbook

while being confined there.

161. Plaintiff Ralph G. Nock, while a student of Bethel Boys Academy, was drowned until unconscious by Drill Instructor Myers and resuscitated. After being resuscitated, Plaintiff Nock was beaten by Drill Instructor Myers for passing out.

162. Plaintiff Ralph G. Nock was taken to an electric fence by staff members of Bethel Boys Academy and forced to hold the fence with his bare hands for approximately 20 seconds.

163. Plaintiff Ralph G. Nock was punched in the face and choked by Bethel Boys Academy Staff Member Tommy Fortenberry.

PART 5, COUNT III ---- NEGLIGENT MEDICAL CARE

164. Plaintiff Ralph G. Nock incorporates all other parts of the complaint to the extent legally and ethically appropriate.

165. Plaintiff Ralph G. Nock's left knee became seriously infected and swollen due to an infection while at Bethel Boys Academy. Plaintiff Nock was denied necessary medical treatment. When Plaintiff Nock persisted in requesting medical care a Bethel staff member cut his knee with a military-style field knife to remove the infected area. Plaintiff Nock was seen by an emergency care physician upon returning home with his family for the infection and wound.

166. Plaintiff Ralph G. Nock suffered unnecessary pain, and received substandard and negligent medical care in having a staff member cut on his knee.

PART 6 - JOSHUA PHILLIPS

PART 6, COUNT I ---- FRAUD, BREACH OF CONTRACT OF LINDA GRIGGS

167. Plaintiff Joshua Phillips incorporates all other parts of the complaint to the extent legally and ethically appropriate.

168. Plaintiff Joshua Phillips was enrolled and attended Bethel Boys Academy in or around Lucedale, Mississippi from on or around April 28, 2003, until on or around May 14, 2003 when he was removed from the school by state officials.

169. Plaintiff Linda Griggs, mother of Plaintiff Joshua Phillips, was told by Defendants that she did not need to supply Plaintiff Phillips with personal belongings, including but not limited to clothing, towels, sheets and pillows, as they would be provided for him by the school for a fee of $2000, paid by Plaintiff Griggs. This fee was in addition to the tuition.

170. Upon arrival at Bethel, Plaintiff Joshua Phillips was given one T-shirt, one pair of pants, and one pair of boxer shorts. Plaintiff Phillips was not given any socks. Plaintiff Phillips was not given any other clothes until he moved up to "Charlie." Plaintiff Phillips was then given an additional pair of "Dickies" pants, one pair of "Camies" and two additional T-shirts, but no boxer shorts and never any socks. Plaintiff never received any towels while he was at Bethel and was forced to borrow towels and clothing, including underwear, from other cadets daily.

171. Plaintiff Linda Griggs paid $2000 up front to Bethel Boys Academy for Plaintiff Joshua Phillips' enrollment and for uniforms. Plaintiff Griggs paid another $2000 to Bethel on May 5, 2003.

172. Plaintiff Linda Griggs suffered damages in the amount of $4,000 plus additional damages of lost work, cancelled airline tickets and for the injuries to her son and her relationship with her son, as a proximate result of the Defendants' fraudulent conduct.

PART 6, COUNT II ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

173. Plaintiff Joshua Phillips incorporates all other parts of the complaint to the extent legally and ethically appropriate.

174. Defendants and all of them confined Plaintiff Joshua Phillips while he was a minor without legal justification by the use of fraud and deceit on the Plaintiff Joshua Phillips and his parents from on or about October 1, 2002 until on or about May 14, 2003.

175. Defendants and all of them have falsely imprisoned Plaintiff Joshua Phillips, and Defendants and all of them knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Joshua Phillips while he was a child less than seventeen years old. Plaintiff Joshua Phillips was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving.

176. Although Plaintiff Joshua Phillips and his parents were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Joshua Phillips was never shown the handbook while being confined there.

177. Upon arrival at Bethel Boys Academy, Plaintiff Joshua Phillips' head and face were completely shaved. Plaintiff Phillips' head was purposefully cut during the shaving process. Plaintiff Phillips was denied medical care for the wounds and had aftershave poured over his head.

178. When Plaintiff Joshua Phillips was asked questions by Drill Instructors and responded referring to himself with the word "I," he was repeatedly poked in the eye by the Drill Instructors and told, "This is your eye. You are a cadet."

179. Plaintiff Joshua Phillips was punched in the forehead twice by a Drill Instructor who was wearing a large ring to inflict more pain.

180. During initial PT, Plaintiff Joshua Phillips was asked by a Drill Instructor if he would like some water. When Plaintiff Phillips answered yes, water was poured over his head.

181. After the initial individual PT session, Plaintiff Joshua Phillips was taken out to exercise with a group

of approximately twelve other orientees. Plaintiff Phillips was asked by a Drill Instructor if he need help with "Down-ups." Plaintiff Phillips said he did not, but the Drill Instructor said, "I think you do," and proceeded to trip him repeatedly.

182. Plaintiff Joshua Phillips was made to do exercises over a large mud- and water-filled trench. Plaintiff Phillips was made to fall face-down without catching himself with his hands. Plaintiff Phillips was made to roll front-to-back repeatedly in the mud.

183. During the first two weeks after Plaintiff Joshua Phillips arrival at Bethel Boys Academy, he was taken into the dining room after breakfast with two other cadets by Drill Instructors. The Drill Instructors would force the boys to exercise while punching them and kicking them in the ribs and stomachs while wearing heavy boots.

184. Plaintiff Phillips was rarely allowed to receive telephone calls from his family, and when he was allowed to speak to them, the calls were always monitored by Bethel Boys Academy Staff. Usually the monitor was Defendant John Fountain and another older cadet who worked at a desk in the office. Plaintiff Phillips was informed by John Fountain that this was a test to see what he was going to do.

185. On one telephone call with his mother, Plaintiff Joshua Phillips attempted to tell his mother what was going on at Bethel and how he was being treated. Ten minutes after the telephone call Plaintiff Phillips was taken to a sand pit beside of the dining facility where a group of older cadets was waiting. Plaintiff Phillips was forced to lie down in the sand while water was poured over his head and body. Plaintiff Phillips was then forced to open his mouth while other boys poured sand into it. Bethel staff member Defendant John Fountain drove up to see the incident and was carrying a large switch. Defendant John Fountain told other cadets to take Plaintiff Phillips to the barracks and make him stand in a corner for the rest of the night and told him he had lost telephone privileges for one month. Defendant John Fountain also told Plaintiff Phillips

that if he moved from the corner for the rest of the night for any reason other than to go to the bathroom or go to bed or if he talked to anyone that he would personally beat him.

186. Due the incident mentioned in the above paragraph, Plaintiff Phillips was being taken to the barracks by two cadets and a third cadet was waiting behind the middle barrack. He motioned for the two cadets to bring Plaintiff Philips over to him. While these two cadets watched, the third beat Plaintiff Philips with a broomstick. A Mississippi Power worker was working above the campus on a pole and witnessed the treatment of Plaintiff Joshua Phillips. The worker came down from the pole and had two cadets go and get staff members He spoke with Defendant John Fountain and another staff member referred to as "Little Bonner." The power worker threatened to call the police if he ever saw similar treatment at the school.

187. During one PT session, Plaintiff Joshua Phillips complained of being too tired to continue exercising. Bethel staff member Tommy Fortenberry took Plaintiff Phillips to the boxing ring and forced him to fight with one of the lead cadets. Plaintiff Phillips said he could not fight anymore because he was too tired. Fortenberry then put on a single boxing glove and punched Plaintiff Phillips in the nose causing it to bleed. Fortenberry then had another cadet bring a glass of iced tea to him and threw it in Plaintiff Phillips' face.

188. Plaintiff Joshua Phillips witnessed several cadets being choked by others on a regular basis. Physical brutality among the cadets was encouraged and often required by Bethel staff members.

PART 7- JACOB "JAKE" CAMPBELL

PART 7, COUNT I ---- FRAUD, BREACH OF CONTRACT OF CAROLYN CAMPBELL

189. Plaintiff Carolyn Campbell incorporates all other parts of the complaint to the extent legally and ethically appropriate.

190. Plaintiff Jacob Campbell was enrolled and attended Bethel Boys Academy in or around Lucedale, Mississippi from on our about March 15, 2003 until on or about June 14, 2003 when he escaped from the

school and went to a local Emergency Room for medical care.

191. Plaintiff Carolyn Campbell, mother of Plaintiff Jacob Campbell, was referred to Bethel Boys Academy by an internet teen referral agency.

192. Plaintiff Carolyn Campbell was lied to in roughly the same manner as the other parents named as Plaintiffs in this complaint.

193. Defendants have denied Plaintiff Jacob Campbell access to his transcript of work completed while attending Bethel Boys Academy which is affecting his continuing school at home.

PART 7, COUNT II ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

194. Plaintiff Jacob Campbell incorporates all other parts of the complaint to the extent legally and ethically appropriate.

195. Defendants and all of them confined Plaintiff Jacob Campbell while he was a minor without legal justification by the use of fraud and deceit on the Plaintiff Jacob Campbell and his parents from on or about March 15, 2003 until on or about May 14, 2003.

196. Defendants and all of them have falsely imprisoned Plaintiff Jacob Campbell, and Defendants and all of them, knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Jacob Campbell while he was a child less than seventeen years old. Plaintiff Jacob Campbell was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving.

197. Although Plaintiff Jacob Campbell and his parents were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Jacob Campbell was never shown the handbook while being confined there.

198. Plaintiff Jacob Campbell was beaten so severely by Bethel Boys Academy staff members that, upon medical examination, he was found to have bruised kidneys and blood in his urine.

199. Plaintiff Jacob Campbell was so traumatized by his experiences at Bethel Boys Academy that he has now become more aggressive and shows little emotion or affection towards his family.

200. Plaintiff Campbell was beaten by several drill instructors and high ranking cadets his first week of arrival at Bethel Boys Academy.

201. Every time Plaintiff Campbell said I or me he was poked in the eye and chest by Bethel Boys Academy staff. This was done on a regular basis.

PART 7, COUNT III ---- NEGLIGENT MEDICAL CARE

202. Plaintiff Jacob Campbell incorporates all other parts of the complaint to the extent legally and ethically appropriate.

203. Plaintiff Jacob Campbell was never allowed to see a doctor for injuries incurred while at Bethel Boys Academy and even had to escape to take himself to a local Emergency Room for care.

204. Plaintiff Jacob Campbell had been on Prozac, an anti-depressant medication, before being enrolled at Bethel Boys Academy. When Plaintiff Campbell and his parents arrived, his medication had been forgotten at home. Plaintiff Carolyn Campbell immediately went home and sent a three month supply of the medication via overnight Federal Express so that he would not be without the medication. Each time Plaintiff Carolyn Campbell called the school, she was assured by Bethel staff members that Plaintiff Jacob Campbell was being administered the proper dosage of his medication.

205. Plaintiff Jacob Campbell was never given his Prozac while attending Bethel Boys Academy and was informed by staff members that they school did not believe in anti-depressants or other behavioral

medications. Plaintiff Jacob Campbell suffered withdrawal symptoms from the lack of proper medication and was not given treatment.

206. After being denied his medication for so long at Bethel Boys Academy, Plaintiff Jacob Campbell has refused to begin treatment again at home.

PART 7, COUNT IV ---- FAILURE TO PAY MINIMUM WAGE AND OVERTIME

207. Plaintiff Jacob Campbell incorporates all other parts of the complaint to the extent legally and ethically appropriate.

208. Plaintiff Jacob Campbell was made to work in the office of Bethel Boys Academy as a "scribe" which in reality amounted an office assistant.

209. Plaintiff Jacob Campbell was made an orientation guide while he was there. His duties included, but were not limited to, being an unpaid security guard continuously for an assigned new student to ensure the student followed the rules and did not run away.

210. Plaintiff Jacob Campbell was made an unpaid security guard while attending Bethel Boys Academy. His duties included, but were not limited to, ensuring that other cadets did not break rules or attempt to run away. Plaintiff Jacob Campbell was instructed to stop any runaway attempts even using physical force.

211. Jacob Campbell prays for wages at the minimum wage plus overtime for 90 days at 18 hours per day.

PART 8- JOSH LAWRENCE

PART 8, COUNT 1---- FRAUD, BREACH OF CONTRACT

212. Plaintiff Leroy Lawrence incorporates all other parts of the complaint to the extent legally and ethically appropriate.

213. Plaintiff Leroy Lawrence is the father of Plaintiff Josh Lawrence.

214. Plaintiff Leroy Lawrence enrolled his son Josh Lawrence, a minor, in Bethel Boys Academy in or around Lucedale, Mississippi, on or about March 26, 2003. Plaintiff Josh Lawrence was a student/cadet there until on or about June 6, 2003.

215. Plaintiff Leroy Lawrence paid the sum of $2,000 up front and was to pay $1,800 per month to Bethel Boys Academy upon enrollment of his son, Josh Lawrence, for his education for the term of one year.

216. The Defendants made numerous claims to Plaintiff Leroy Lawrence, to the effect that they would provide a quality education, a humane training experience, positive peer influence, and a loving atmosphere.

217. Plaintiff Leroy Lawrence relied on the claims of the Defendants that Plaintiff Josh Lawrence would be well cared for and properly educated for a year, in exchange for the payments for tuition. Plaintiff Leroy Lawrence spoke with Defendants Herman and John Fountain, Jr., who assured him the program was a humane, caring, quality educational program.

218. Plaintiff Leroy Lawrence believed the numerous representations of Defendants that Bethel Boys Academy offered hope and help to troubled young men, through positive peer influence, without the use of behavior modification drugs, without the use of students to punish or discipline other students, and because of the advertised loving atmosphere.

219. Defendants and all of them confined Plaintiff Leroy Lawrence's son, through fraud and deception, from approximately March 26, 2003 through June 6, 2003.

220. Although Plaintiff Leroy Lawrence was assured by Bethel Boys Academy staff that he and his son would receive copies of the parent/cadet handbook, unbeknownst to Plaintiff Leroy Lawrence, his son was never shown or allowed to read a handbook while being confined there.

221. In direct violation of the terms of the contract made between Plaintiff Leroy Lawrence and Defendants, Defendants, without Plaintiff Leroy Lawrence's knowledge or approval, allowed and encouraged assaults to be committed upon Josh Lawrence by allowing staff members and other students to beat, kick, or otherwise physically attack him.

222. Plaintiff Leroy Lawrence was not informed of the treatment accorded his minor son, including but not limited to Plaintiff Josh Lawrence being shaved and beaten by adult Drill Instructors upon his arrival at Bethel; that Josh Lawrence's personal belongings were stolen and burned while he was being shaved and beaten; that Josh Lawrence was told by Bethel staff members that his parents knew that he was being beaten and deprived of food and water; that Josh Lawrence was fraudulently told by Bethel staff members that his parents no longer wanted him; that Josh Lawrence was not allowed to freely communicate the conditions at the Defendant's facility; or that Josh Lawrence was not allowed to freely communicate his physical or mental condition to his parents.

223. Plaintiff Josh Lawrence did not attend classes while at Bethel Boys Academy, but instead was made to work as a "house mouse" for the school staff that included, but was not limited to, cleaning the barracks for the staff and having coffee, etc. made and ready for them on demand.

224. Plaintiff Leroy Lawrence has been damaged, in addition to the monies paid for tuition, by all other losses suffered, proximately caused by the fraudulent misrepresentations of Defendants. Plaintiff Leroy Lawrence's son received no benefit from his payment and he has received no refund. Defendants have withheld the return of those funds without legal justification or excuse.

PART 8, COUNT 11 ---- ASSAULT AND BATTERY, FALSE IMPRISONMENT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

225. Plaintiff Josh Lawrence incorporates all other parts of the complaint to the extent legally and

ethically appropriate.

226. Defendants and all of them confined Plaintiff Josh Lawrence while he was a minor without legal justification by the use of fraud and deceit on the Plaintiff Josh Lawrence and his parents, from on or about March 26, 2003 until on or about June 6, 2003.

227. Although Defendants and all of their parents were told that they would be provided with a Boarding Academy Parent/Cadet Handbook, Plaintiff Josh Lawrence was never shown the handbook while being confined there.

228. Defendants and all of them have falsely imprisoned Plaintiff Josh Lawrence, and Defendants and all of them, knowingly acted in a manner that created a substantial risk to the life, body, and health of Plaintiff Josh Lawrence while he was a child less than seventeen years old. Josh Lawrence was prevented from leaving Bethel Boys Academy or using the telephone or other effective means of communication to report the abuse that he was receiving.

229. Immediately after arrival at Bethel Boys Academy, Plaintiff Josh Lawrence was made to change into army fatigues. His head was shaved bald, during which time several nicks were made to his scalp. His civilian clothes were burned.

230. Plaintiff Josh Lawrence suffered a broken nose when being thrown against the wall by the defendants.

231. Plaintiff Josh Lawrence suffered a broken foot when he was hit on the foot by DI Bonner with the golf club for not understanding when he was to have coffee ready for the staff. Plaintiff Lawrence received no medical attention until he was removed by the State of Mississippi and his parents took him to the emergency room.

232. Plaintiff Josh Lawrence was told, repeatedly, that his parents knew that he was being beaten and

deprived of food and water.

233. Plaintiff Josh Lawrence was constantly being ridiculed by Bethel Staff members and other cadets because his dad was a Military Police officer (MP) when he was in the Army.

234. Plaintiff Josh Lawrence had his teeth knocked out by another cadet with a 2 x 4 while staff and other cadets watched.

235. Plaintiff Josh Lawrence was made to hold onto the electric fence until he was told to let go. This was sometimes for several minutes.

236. Plaintiff Josh Lawrence was made to feel very intimated by the Staff, since many of them carried guns and threatened the cadets with them.

237. Plaintiff Josh Lawrence feared for his safety and well being after watching other cadets being beaten and even drowned.

238. Plaintiff Josh Lawrence was made to hold his arms out straight for hours or until his arms fell and hit the hot wire fencing.

239. Plaintiff Josh Lawrence was only allowed to shower once a week, until an illness started among the cadets; then cadets were made to shower as often as twice a day.

240. Plaintiff Josh Lawrence and other cadets were made to clean Defendant Herman Fountain's personal residence and the personal residences of other non-staff members.

241. Defendants committed numerous physical assaults upon Plaintiff Josh Lawrence, by kicking him, cutting him, shocking him with a Tether gun and depriving him of food and water.

242. Plaintiff Josh Lawrence was held down by cadets as a bottle with water dripping from it was hung above his head by staff members. The water continually hit him right above his nose, causing him to feel like he was drowning.

243. Bethel Boys Academy intentionally inflicted emotional distress on Plaintiff Josh Lawrence by refusing necessary medical care, by the standing threats of beatings and arbitrary punishments, and by constant degradation and humiliation.

244. Plaintiff Josh Lawrence was falsely told that his parents did not want him. Plaintiff Josh Lawrence was falsely told that his parents knew about and had agreed to the treatment that he was receiving at the hands of the Defendants.

245. Plaintiff Josh Lawrence is still severely tormented by the memories of what happened to him.

246. Plaintiff Josh Lawrence was prevented from telling anybody, even his parents, about the horrible abuses taking place inside Bethel Boys Academy because no phone calls were allowed when he was injured.

247. Plaintiff Josh Lawrence has suffered dramatic negative change as a result of his mistreatment. Since his release, he shows minimal affection to others within the family.

PART 8, COUNT 111 ---- NEGLIGENT MEDICAL CARE

248. Plaintiff Josh Lawrence incorporates all other parts of the complaint to the extent legally and ethically appropriate.

249. Immediately after his arrival at Bethel Boys, Plaintiff Josh Lawrence was forced to suffer a great amount of unwarranted and undeserved punishment for no apparent reason.

250. Plaintiff Josh Lawrence was not allowed to use the restroom as needed.

251. Most of the Plaintiff Josh Lawrence's day was devoted to working for the benefit of Defendants.

252. Plaintiff Josh Lawrence suffered a broken nose when being thrown against the wall by the defendants. Defendants acted negligently in causing this injury and failing to treat this injury.

253. Plaintiff Josh Lawrence suffered a broken foot when he was hit on the foot by DI Bonner with the

golf club. Defendants were negligent and grossly negligent in causing the injury and failing to provide medical treatment.

254. Defendants were negligent and grossly negligent in providing medical care, for injuries caused by the Defendants or suffered by Plaintiff otherwise.

255. As a result of the acts and omissions of the Defendants, Plaintiff Josh Lawrence has suffered severe and lasting emotional and mental trauma. As a result of the acts and omissions of the Defendants, Plaintiff Josh Lawrence is to the present day so emotionally and mentally damaged that he has difficulty relating to friends, co-workers, and others in the normal manner of a person who has not suffered the trauma Plaintiff Josh Lawrence suffered at the hands of the Defendants. The acts and omissions of the Defendants have caused a great deterioration of the quality of life of Plaintiff Josh Lawrence and family.

256. All the Plaintiffs request and demand a jury trial.

WHEREFORE, each Plaintiff prays for compensatory damages for their individual claims against the defendants and each of them in an amount greater than that required for diversity jurisdiction; plus punitive damages for each Plaintiff in an amount greater than that required for diversity jurisdiction, but also sufficient to punish the defendants herein and deter others from similar conduct; for the costs of the action, and for all such other and further relief as may be appropriate, whether or not specifically prayed.

Respectfully submitted,

CHERYL STRUBLE; MORGAN STRUBLE,
A MINOR, BY AND THROUGH HIS NEXT FRIEND,
CHERYL STRUBLE; KELLY DUKES; WILLIE DUKES,
A MINOR, BY AND THROUGH HIS NEXT FRIEND,
KELLY DUKES; MARK P. RIEPENHOFF, SR.;
SANDRA RIEPENHOFF; MARK M. RIEPENHOFF, JR.,
A MINOR, BY AND THROUGH HIS NEXT FRIENDS,

MARK M. AND SANDRA RIEPENHOFF; PATTY CRAWFORD; JUSTIN ROBERTSON, A MINOR, BY AND THROUGH HIS NEXT FRIEND, PATTY CRAWFORD; CINDY McCOY; RALPH G. NOCK, A MINOR, BY AND THROUGH HIS NEXT FRIEND, CINDY McCOY; LINDA GRIGGS; JOSHUA PHILLIPS, A MINOR, BY AND THROUGH HIS NEXT FRIEND, LINDA GRIGGS; CHARLES CAMPBELL; CAROLYN CAMPBELL; JACOB (JAKE) CAMPBELL, A MINOR, BY AND THROUGH HIS NEXT FRIENDS, CAROLYN AND CHARLES CAMPBELL; LEROY LAWRENCE; JOSHUA LAWRENCE, A MINOR, BY AND THROUGH HIS NEXT
FRIEND, LEROY LAWRENCE, Plaintiffs

By:_____
Michael C. Barefield, MS Bar No. 8322
One of their Attorneys

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