

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

KATIE ADAMS AS PARENT AND)
NATURAL GUARDIAN OF E.A.,)
ALYSA BARNES, BREANNA BULLIS,)
HANNAH COMBS, EMILY COURTNEY,)
AUBREE DAVIS, EMILY DUPUIS,)
JOANNA FLOOD, EMMA FREDERICK,)
AZARRIAH GIBSON, ELIANA GREENFIELD,)
SUKANYA HARBIN, CHRISTINE HONG,)
ESTELLA JACKSON, ISABELLA JACQUEZ,)
MAKAYLA LAUNIUS, MADELINE LEWIS,)
CAITLYN MAGUIRE, AUTUMN MAYS,)
HAVEN MURDOCK, MADISON MUSIC,)
KIRAH OSWALD, KAYSIE PEYTON,)
BROOKE PIETROUSKI, ISABELLA POCHE,)
ROXANNE PORRAS, HANNAH SCRAGG,)
DELIA SIMON, RACHEL SIMONICK,)
SARAH TAYLOR, CHELSIE TURLICH,)
HANNAH WEAL, LAURA WHITEHOUSE,)
KRISTIN WILLIAMS,)
and BREANNA WOMBACKER)

Plaintiffs,)

v.)

No. 1:26-cv-00700-MPB-MKK)

INDIANA TEEN CHALLENGE, INC. formerly)
CENTRAL INDIANA TEEN CHALLENGE,)
Now d/b/a THE REFUGE GIRLS)
ACADEMY, DAVE ROSE, DAWN ROSE,)
and MISSY BOWMAN,)

Defendants.)

**DEFENDANTS' ANSWER TO PLAINTIFFS'
FIRST AMENDED COMPLAINT FOR DAMAGES**

Defendants, Indiana Teen Challenge, Inc., formerly Central Indiana Teen Challenge, now d/b/a The Refuge Girls Academy (hereafter "CITC"), Dave Rose, Dawn Rose, and Missy Bowman (individually "Defendant" and collectively "Defendants"), by Counsel, Roberts Means Roncevic

Kapela LLC, pursuant to Fed. R. Civ. P. 8(b), for their response to Plaintiffs' First Amended Complaint (hereafter, "Amended Complaint") filed by Plaintiffs in this matter on June 16, 2026, state and allege as follows:

ANSWER

I. INTRODUCTION

1. Defendants' admit that the following Plaintiffs were residents of CITC on the dates alleged in paragraph 1: Kate Adams obo E.A., a minor, Alysa Barnes, Breanna Bullis, Hanna Combs, Emily Dupuis, Joanna Flood, Eliana Greenfield, Sukanya Harbin, Madison Music, Kirah Oswald, Kaysie Peyton, Hannah Scragg, Rachel Simonick, Chelsie Turlich, Laura Whitehose, and Hannah Weal. Defendants' deny that the following Plaintiffs were residents of CITC on the dates alleged in paragraph 1: Emma Frederick, Christine Hong, Estella Jackson, Isabela Jacquez, Madeline Lewis, Caitlyn Maguire, Autumn Mays, Brooke Pietrouski, Isabella Poche, Roxanne Porras, Delia Simon, Sarah Taylor, Kristin Williams, and Breanna Wombaker. Defendants lack sufficient information to form a belief as to the truth of whether the following Plaintiffs were residents of CITC on the dates alleged in paragraph 1: Emily Courtney, Aubree Davis, Azzaria Gibson, Makayla Launius, and Haven Murdock. Defendants deny all remaining allegations in paragraph 1 including that Plaintiffs suffered systemic abuse, neglect, trafficking, exploitation, and forced labor while they were residents at CITC as alleged in paragraph 1.

2. Defendants deny the allegations in paragraph 2.
3. Defendants deny the allegations in paragraph 3.
4. Defendants deny the allegations in paragraph 4.
5. Defendants deny the allegations in paragraph 5.
6. Defendants deny the allegations in paragraph 6.

7. Defendants deny the allegations in paragraph 7.

8. Defendants deny the allegations in paragraph 8.

9. Defendants deny the allegations in paragraph 9.

10. Defendants lack sufficient information to form a belief as to the truth of what other persons or entities expectations were. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in community outreach, community service projects, and other volunteer activities through churches, local businesses, universities, and other community organizations as part of CITC's faith-based program and its mission of fostering personal growth, responsibility, and service to others. Defendants further admit that residents were not paid wages for these activities, as no payment or wage compensation was warranted under the terms of the program or applicable law. Defendants deny all remaining allegations in paragraph 10 including that CITC were paid wages for such activities.

11. Defendants deny the allegations in paragraph 11.

12. Defendants admit that CITC was not licensed by the State of Indiana as a residential facility but deny that it chose not to seek licensure for the purposes alleged in paragraph 12. Defendants further deny that CITC operated without oversight.

13. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 13.

14. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 14.

II. THE PARTIES

15. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 15.

16. Defendants admit that Dawn Rose was the director of CITC when Bullis, Barnes, Combs, Dupuis, Flood, Frederick, Greenfield, Hong, Mays, Murdock, Music, Oswald, Poche, Porras, Scragg, Simonick, Turlich, Weal, Whitehouse and Williams first became residents of CITC. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 16 with respect to Courtney. Defendants deny the remaining allegations in paragraph 16 that are inconsistent with the foregoing admissions.

17. Defendants admit that Missy Bowman was the director of CITC when E.A., Harbin, Jacquez, Launius, Lewis, Maguire, Peyton, Pietrowski, Simon, Taylor and Wombaker first became residents of CITC. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 17 with respect to Davis and Gibson. Defendants deny that Missy Bowman was the director of CITC when Jackson first became a resident of CITC and further deny the remaining allegations in paragraph 17 that are inconsistent with the foregoing admissions.

18. Defendants deny any inference contained in paragraph 18 that they are liable to any Plaintiff under Indiana State law for negligence/gross negligence, civil liability/respondeat superior, battery, assault, false imprisonment, and intentional infliction of emotional distress- Counts V- X respectively.

19. Defendants admit the material allegations in paragraph 19.

20. Defendants deny that CITC is currently incorporated under the name Greater Lafayette Adult and Teen Challenge. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, CITC operated as part of Indiana Teen Challenge, Inc.

21. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, Defendant Dave Rose served as Chief Executive Officer of Indiana Adult & Teen Challenge, Inc. and had oversight responsibilities with respect to CITC. Defendants admit

that Dave Rose resides in Boone County, Indiana. Defendants deny the remaining allegations in paragraph 21 that are inconsistent with the foregoing admissions.

22. Defendants admit that Defendant Dawn Rose served as the Director of CITC during certain periods between 2011 and 2019. Defendants further admit that, after her tenure as Director ended, Defendant Dawn Rose continued to serve Indiana Teen Challenge, Inc. in volunteer and paid capacities but deny that she continued to work at CITC as alleged. Defendants further admit that Defendant Dawn Rose resides in Boone County, Indiana. Defendants deny the remaining allegations within paragraph 22 that are inconsistent with the foregoing admissions.

23. Defendants admit that Defendant Missy Bowman served as an employee of CITC starting in 2017 and became Director of CITC in 2020 and served in that role as Director through February 2026. Defendants deny the remaining allegations in paragraph 23 that are inconsistent with the foregoing admissions.

III. JURISDICTION AND VENUE

24. Paragraph 24 states a legal conclusion and requires no response. To the extent that a response is required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

25. Paragraph 25 states a legal conclusion and requires no response. To the extent that a response is required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

26. Paragraph 26 states a legal conclusion and requires no response. To the extent that a response is required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

27. Paragraph 27 states a legal conclusion and requires no response. To the extent that a response is required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

28. Paragraph 28 states a legal conclusion and requires no response. To the extent that a response is required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

IV. TIMELINESS OF COMPLAINT

29. Paragraph 29 consists of legal conclusions and Plaintiffs' application of law and requires no response. To the extent that a response is required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

30. Paragraph 30 consists of legal conclusions and Plaintiffs' interpretation and application of law and requires no response. To the extent that a response is required, Defendants deny the allegations contained in the paragraph.

31. Paragraph 31 consists of legal conclusions and Plaintiffs' interpretation and application of law and requires no response. To the extent that a response is required, Defendants deny the allegations contained the paragraph 31.

32. Paragraph 32 consists of legal conclusions and Plaintiffs' interpretation and application of law and requires no response. To the extent that a response is required, Defendants deny the allegations contained in the paragraph.

33. Paragraph 33 consists of legal conclusions and Plaintiffs' interpretation and application of law and requires no response. To the extent that a response is required, Defendants deny the allegations contained in the paragraph, including all of its subparts.

34. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 34.

V. STATEMENT OF FACTS

A. Teen Challenge is a Missionary Branch of Assemblies of God

35. Defendants admit the material allegations contained in paragraph 35.

36. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 36.

37. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 37.

38. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 38.

39. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 39.

40. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 40.

41. Defendants admit the material allegations contained in paragraph 41.

42. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, Defendant Dave Rose served as the State Director of Indiana Adult & Teen Challenge facilities. Defendants further admit that, in such role, Defendant Dave Rose had executive oversight responsibilities with respect to Indiana Adult & Teen Challenge programs, including CITC. Defendants deny the remaining allegations of paragraph 42 that are inconsistent with the foregoing admissions.

43. To the extent paragraph 43 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

44. To the extent paragraph 44 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

45. To the extent paragraph 45 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

46. To the extent paragraph 46 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

47. To the extent paragraph 47 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph.

48. To the extent paragraph 48 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants

are without sufficient knowledge to form a belief about the truth of the allegations contained in the paragraph 48.

49. To the extent paragraph 49 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 49.

50. Defendants admit that CITC is a faith-based residential program that incorporates Christian principles and teachings consistent with its religious mission. Defendants deny that CITC attempted to indoctrinate residents as alleged and deny the remaining allegations contained in paragraph 50.

51. Defendants admit that CITC is a faith-based residential program that incorporates Christian principles and teachings consistent with its religious mission. Defendants deny that The Assemblies of God doctrine is “woven through every aspect of a student’s experience” as alleged and deny the remaining allegations contained in paragraph 51.

52. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, CITC participated in the Stay Sharp program, which was a drug prevention program presented in schools and other community settings. Defendants further admit that residents, if they chose to do so, could share personal testimonials during certain presentations. Defendants deny all remaining characterizations and allegations in paragraph 52 that are inconsistent with the foregoing admissions, including that residents were required or forced to provide testimonials, that residents were required to disclose intimate or sensitive details of their personal histories or alleged “sins,” that residents were encouraged to embellish or exaggerate their

experiences, or that residents were punished for declining to provide testimonials or for the content of any testimonial.

53. To the extent paragraph 53 contains allegations concerning persons or entities other than Defendants, no response is required. To the extent a response is deemed required, Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents who used inappropriate or profane language could be restricted from speaking with other residents for a period of time as a behavioral intervention. Defendants deny all remaining allegations of paragraph 53 that are inconsistent with this admission, including any inference that residents were prohibited from communicating with the staff.

54. Defendants admit that residents were expected to conduct themselves appropriately during community outings and were instructed to maintain appropriate boundaries with members of the public, including boys and unrelated adult men. Defendants deny the remaining allegations of paragraph 54, including that residents were forbidden from speaking to congregants or making eye contact as alleged.

55. Defendants deny the allegations in paragraph 55.

B. CITC Falsely Promised a Safe and Therapeutic Environment for Plaintiffs

56. Defendants admit the material allegations contained in paragraph 56.

57. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 57.

58. Defendants admit the material allegations contained in paragraph 58.

59. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 59.

60. Defendants admit that CITC was a faith-based residential program that promoted its Christian mission and offered an alternative to traditional boarding schools. Defendants deny the remaining allegations of paragraph 60 that are inconsistent with the foregoing admissions.

61. Defendants deny the allegations in paragraph 61.

62. Defendants admit that CITC marketed itself as a faith-based residential program intended to provide structure, mentorship, and care to residents. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning Teen Challenge USA's marketing statements, and further without sufficient information to form a belief as to the truth of the specific marketing language quoted or characterized in paragraph 62. Defendants deny any remaining allegations in paragraph 62 that are inconsistent with the foregoing admission.

63. Defendants are without sufficient information to form a belief as to the truth of the allegations contained in paragraph 63 on account of their ambiguity, including the phrase "representations similar to those of Teen Challenge USA," which is otherwise not defined, making the allegation too vague to permit a response reasonably calculated under Fed. R. Civ. P. 8(b).

64. Defendants admit that CITC marketed itself as a faith-based residential program intended to provide structure, mentorship, and care for residents. Defendants are without sufficient information to form a belief as to the truth of the specific marketing language quoted or characterized in paragraph 64. Defendants deny any remaining allegations in paragraph 64 that are inconsistent with the foregoing admission.

65. Defendants admit that CITC marketed itself as a faith-based residential program intended to provide structure, mentorship, and care for residents. Defendants further admit that certain CITC staff received trauma-related training during certain periods. Defendants are without sufficient information to form a belief as to the truth of the specific marketing language quoted or

characterized in paragraph 65. Defendants deny any remaining allegations in paragraph 65 that are inconsistent with the foregoing admissions.

66. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning Teen Challenge USA's marketing. Defendants admit that CITC marketed its faith-based residential program to girls and their families but otherwise denies the characterization that CITC markets to girls and their families because they are uniquely vulnerable and susceptible to coercion and abuse as alleged in paragraph 66.

67. Defendants admit that CITC marketed itself as a faith-based residential program for girls facing behavioral, emotional, academic, and other life challenges. Defendants deny any allegation in paragraph 67 that is inconsistent with this admission.

68. Defendants admit that CITC marketed its faith-based residential program to girls and their families but otherwise denies the characterization that CITC markets "to families with adopted children," and any inference that CITC markets to families with adopted children because they were adopted, as alleged in paragraph 68.

69. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 69.

70. Defendants admit that CITC offered a faith-based program and pastoral counseling to help young women acquire a healthy mind, body, and spirit while living in a structured, reliable setting but deny any allegation in paragraph 70 inconsistent with the foregoing admissions.

71. Defendants admit that each Plaintiff was required to attend school in house at CITC but deny any allegation in paragraph 71 inconsistent with the foregoing admissions.

C. CITC Was a Methodically Abusive, Coercive and Isolating Environment

72. Defendants deny that any Plaintiffs received abusive, coercive, nontherapeutic isolating, manipulative and bizarre treatment while at CITC as alleged in paragraph 72.

73. Defendants admit that, during certain periods relevant to the allegations in the Amended Complaint, parents or guardians were asked to provide information concerning prospective resident's medical, immunization, and sexual history, and certain residents were required, as part of the admission process, to undergo a medical examination that could include a PAP smear and testing for sexually transmitted diseases. Defendants deny all remaining allegations contained in paragraph 73, including any specific allegation or inference that such admission medical examinations were required for the purposes of inflicting psychological or physical abuse.

74. Defendants admit that, during certain periods relevant to the allegations in the Amended Complaint, some parents or guardians elected to utilize independent youth transportation services to transport residents to CITC. Defendants deny that CITC arranged for, directed, controlled, or supervised the transportation services provided by such independent entities. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning the manner in which Plaintiff Makayla Launius was transported to CITC and deny any remaining allegations contained in paragraph 74.

75. Defendants admit that intake body checks were conducted for the safety and accountability of the residents upon admission. During such intake body checks, residents remained dressed in shorts and tank top, in the presence of at least two CITC staff members and were asked to identify or display visible, non-private areas of the body for the limited purpose of

documenting any marks or injuries. Defendants deny any allegation in paragraph 75 inconsistent with this admission.

76. Defendants admit that the first 30 days of a student's stay at CITC generally served as an initial adjustment period during which residents were permitted to communicate with their parents through written communication. Defendants further admit that incoming and outgoing correspondence was reviewed by staff pursuant to CITC policies. Defendants are without sufficient knowledge to form a belief about the truth of the allegations related to Breanna Wombaker. Further, Defendants deny any allegation in paragraph 76 inconsistent with the foregoing admissions.

77. Defendants admit that incoming and outgoing correspondence was reviewed by staff pursuant to CITC policies but deny any allegation in paragraph 77 inconsistent with this admission.

78. Defendants admit that, in certain circumstances, the resident's case manager or the program director could require that telephone calls between a resident and her parents or guardian be monitored pursuant to CITC policies when, in the professional judgment of staff, such monitoring was appropriate to facilitate constructive communication and the resident's therapeutic process but deny any allegation in paragraph 78 inconsistent with this admission.

79. Defendants admit that execution of agreements was part of the enrollment process and that any executed agreements contained the provisions set forth therein. Defendants deny Plaintiffs' characterization of the agreements as requiring parents to grant CITC "exclusive and unconditional control and custody" except as expressly provided in the executed agreements. The agreements speak for themselves, and any inconsistent allegations in paragraph 79 are denied.

80. Defendants admit that execution of agreements was part of the enrollment process and that any executed agreements contained the provisions set forth therein. Defendants deny Plaintiffs' characterization of the agreements as requiring parents to promise not to interfere with CITC's custody or management except as expressly provided in the executed agreements. The agreements speak for themselves, and any inconsistent allegations in paragraph 80 are denied.

81. Defendants deny the allegations in paragraph 81.

82. Defendants deny the allegations in paragraph 82.

83. Defendants deny that parents or guardians were instructed to disregard or ignore communications from their children or were told that any negative comments about CITC were necessarily false or manipulative. Defendants admit that parents or guardians could be encouraged to independently evaluate communications received from their child and from CITC staff. Defendants deny the remaining allegations contained in paragraph 83.

84. Defendants deny the allegations in paragraph 84.

85. Defendants deny the allegations in paragraph 85.

86. Defendants admit that, upon admission, residents surrendered certain personal items that were prohibited by CITC policy or presented safety concerns, including cellular telephones and other electronic devices. Defendants deny that residents were “stripped of all their rights and personal necessities” upon arrival as alleged in paragraph 86.

87. Defendants deny the allegations in paragraph 87.

88. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents could lose certain privileges, such as recreational activities or outings, and could be moved within the program's level system based upon behavioral or programmatic considerations. Defendants deny the allegations in paragraph 88 that are

inconsistent with the foregoing admission, including Plaintiffs' characterization of "privileges" as including the rights or necessities alleged in the preceding paragraph of the Amended Complaint.

89. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents could temporarily lose certain privileges as part of the program's behavioral and level systems. Defendants deny that residents were deprived of personal hygiene products, human contact, or other necessities as alleged in paragraph 89, and deny all remaining allegations contained in paragraph 89.

90. Defendants deny the allegations in paragraph 90.

91. Defendants deny the allegations in paragraph 91.

92. Defendants deny the allegations in paragraph 92.

93. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, Talking Fast could be assigned by staff as a behavioral intervention to assist a resident with impulse control. During a Talking Fast, residents were not permitted to engage in conversation with other residents but remained able to communicate with staff regarding their needs, including through the use of written communication cards or similar means. Defendants are without sufficient knowledge to form a belief about the truth of the allegations related to Sukanya Harbin and Haven Murdock and deny any allegation in paragraph 93 inconsistent with this admission.

94. Defendants deny the allegations in paragraph 94.

95. Defendants deny that Plaintiffs or other residents generally were required to use the bathroom or shower while being personally observed by staff or other residents. Defendants admit that, in limited circumstances, residents on suicide precautions or residents requiring hygiene assistance or supervision could be monitored by staff consistent with the resident's safety or

programmatic needs. Defendants deny the remaining allegations in paragraph 95 that are inconsistent with the foregoing admissions.

96. Defendants deny the allegations in paragraph 96.

97. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in physical exercise and fitness activities as part of the program. Defendants deny that such activities constituted physical punishment or were conducted in the manner alleged, and deny the remaining allegations contained in paragraph 97 that are inconsistent with the foregoing admission.

98. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents could be required to carry a weighted backpack as part of a behavioral intervention or disciplinary consequence. Defendants deny that residents were required to carry sixty pounds of canned goods, that residents were required to wear such backpacks all day or for a month, or that residents were subjected to the treatment alleged in paragraph 98 and deny all remaining allegations therein.

99. Defendants deny the allegations in paragraph 99.

100. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents were expected to report known violations of program rules and could be subject to program consequences for failing to do so. Defendant deny the remaining allegations contained in paragraph 100, including any that are inconsistent with the foregoing admission.

101. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 101.

102. Defendants deny the allegations in paragraph 102.

103. Defendants deny the allegations in paragraph 103.

104. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents were expected to report known violations of program rules and could be subject to program consequences for failing to do so. Defendants are without sufficient knowledge to form a belief about the truth of whether residents lied to CITC staff, and deny all remaining allegations in paragraph 104.

105. Defendants deny the allegations in paragraph 105.

106. Defendants deny the allegations in paragraph 106.

107. Defendants deny the allegations in paragraph 107.

108. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents could be assigned writing exercises, including passages from the Bible or program materials, as part of the program's behavioral interventions. Defendants further deny that any such assignments conflicted with educational pursuits and further deny all remaining allegations in paragraph 108 that are inconsistent with the foregoing admissions.

109. Defendants deny the allegations in paragraph 109.

110. Defendants deny the allegations in paragraph 110.

111. Defendants admit that no males other than family members were allowed on a resident's commination list. In addition, only a limited number of friends were allowed on the communication list after a resident reached Honors. The communication list was designed to end all negative influences and required parent and staff approval pursuant to CITC policies. Defendants deny any allegation in paragraph 111 inconsistent with the foregoing admissions.

112. Defendants deny that CITC promised residents regular horseback riding or made the representations alleged in paragraph 112. Defendants admit that, during certain periods

relevant to the allegations of the Amended Complaint, residents participated in an equine therapy activity program, which is distinct from horseback riding, though horseback riding could be offered as a privilege or recreational activity under certain circumstances. Defendants deny all remaining allegations in paragraph 112.

113. Defendants deny that it was CITC's practice to place every resident in isolation upon admission or to repeatedly isolate residents as alleged. Defendants admit that, in limited circumstances and based upon individualized safety or behavioral considerations, residents could be placed in a safe room on safety precautions or otherwise supervised in a manner appropriate to the circumstances. Defendants deny the remaining allegations contained in paragraph 113.

114. Defendants admit that, in limited circumstances and based upon individualized or safety or behavioral considerations, residents could be subject to increased supervision or safety precautions. Defendants deny that residents were placed in isolation as a form of punishment or for the durations alleged, or that residents were deprived of communication or comforts as alleged in paragraph 114.

115. Defendants deny the allegations in paragraph 115, including that residents were deprived of access to restroom facilities as alleged.

116. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, the safe room did not contain a bed or cot. Defendants deny all other allegations contained in paragraph 116.

117. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 117.

118. Defendants admit that residents were expected to comply with program rules and expectations and that advancement through the program's level system was based, in part, upon a

resident's progress and compliance with the program. Defendants deny the remaining allegations contained in paragraph 118.

119. Defendants admit that residents were expected to comply with program rules and expectations and that advancement through the program's level system was based, in part, upon a resident's progress and compliance with the program. Defendants deny the allegations contained in paragraph 119 that are inconsistent with the foregoing admission.

120. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 120.

121. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 121.

122. Defendants deny the allegations in paragraph 122.

123. Defendants admits that the outings were referred to as "freeze outs." Defendants further admits that, on occasion, residents were taken for ice cream as a treat and that the front windows of the CITC van were rolled down during some of those outings. Defendants deny, however, that Plaintiffs' allegations accurately characterize the nature, purpose, or circumstances of the outings. Specifically, Defendants deny that the outings were a form of punishment. Defendants deny the remaining allegations contained in paragraph 123.

124. Defendants deny the allegations in paragraph 124.

125. Defendants deny the allegations in paragraph 125.

126. Defendants deny the allegations in paragraph 126.

127. Defendants admit that Plaintiffs were all minors while they resided at CITC and that some returned as mentors but deny the remaining allegations contained in paragraph 127.

D. Defendants Engaged in Dangerous, Unhealthy and Abusive Dietary Practices

128. Defendants deny the allegations in paragraph 128.

129. Defendants admit that residents were expected to attend scheduled meals and encouraged not to waste food. Defendants are without sufficient knowledge to form a belief about the truth of the allegations related to Caitlyn Maguire and deny any allegation in paragraph 129 inconsistent with the foregoing admissions.

130. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents could assist with meal preparation as part of household responsibilities and life-skills training and were provided instruction regarding meal preparation. Defendants deny the remaining allegations in paragraph 130 that are inconsistent with the foregoing admissions.

131. Defendants admit that residents were expected to attend scheduled meals and encouraged not to waste food but deny any allegation in paragraph 131 inconsistent with this admission.

132. Defendants admit that students were expected to make a reasonable effort to eat the meals served and not waste food and further admit that if a resident declined to eat a portion of a meal, that portion could be saved and reserved for the resident at a subsequent meal. Defendants are without sufficient knowledge to form a belief about the truth of the allegations related to Emma Frederick, Roxanne Porras and Estella Jackson and deny any allegation in paragraph 132 inconsistent with this admission.

133. Defendants are without sufficient knowledge to form a belief about the truth of the allegations contained in paragraph 133.

134. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, if a restroom break was needed immediately following a meal, an upper level resident was to go with the resident to the restroom and the resident could be asked to sing while in the restroom as part of meal-monitoring procedures intended to discourage purging behaviors and promote resident health and safety. Defendants deny any allegation in paragraph 134 inconsistent with this admission.

E. Defendants Engaged in Pervasive Forced Labor and Economic Exploitation

135. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in household responsibilities, property maintenance, meal preparation, cleaning, landscaping, painting, organizing, and other *de minimis* chores or activities consistent with the operation of a household and the development of life skills. Defendants deny any allegation in paragraph 135 inconsistent with the foregoing admissions.

136. Defendants deny the allegations in paragraph 136.

137. Defendants deny that Plaintiffs performed “forced labor” as alleged. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in household responsibilities, property maintenance, meal preparation, cleaning, landscaping, painting, organizing, and other *de minimis* chores or activities consistent with the operation of a household and the development of life skills. Defendants deny all remaining allegations within paragraph 137, including that such activities were performed as characterized or without appropriate regard for resident safety or welfare.

138. Defendants deny that Plaintiffs performed “forced labor” as alleged. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in household responsibilities, property maintenance, meal preparation, cleaning,

landscaping, painting, organizing, and other *de minimis* chores or activities consistent with the operation of a household and the development of life skills. Defendants deny all remaining allegations within paragraph 138, including that such activities were performed as characterized or without appropriate regard for resident safety or welfare. Defendants lack knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 138 concerning an unidentified “resident” making it ambiguous to the degree that an answer by Defendants cannot be reasonably calculated.

139. Defendants deny that Plaintiffs were forced to maintain the personal property of Defendant Missy Bowman or friends of Defendants Dawn Rose and Dave Rose. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in community service activities and occasionally assisted with limited outdoor *de minimis* chores at the property of Defendants Dawn Rose and Dave Rose in connection with recreational activities or outings, such as bonfires. Defendants deny that residents were required to operate dangerous equipment without appropriate instruction or regard for resident safety and all remaining allegations in paragraph 139 that are inconsistent with the foregoing admissions.

140. Defendants deny the allegations in paragraph 140.

141. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents assisted with meal preparation as part of household responsibilities and life-skills training and were provided instruction regarding meal preparation. Defendants further admit that a chef with prior service in the United States Marine Corps occasionally instructed residents regarding meal preparation and, on one occasion, demonstrated a physical exercise routine after residents expressed an interest in see it. Defendants deny the allegations in

paragraph 141 that are inconsistent with the foregoing admissions, including that residents were forced to participate in physical exercise routines.

142. Defendants deny the allegations in paragraph 142.

143. Defendants deny the allegations in paragraph 143.

144. Defendants lack information sufficient to form a belief as to the truth as to the reasons why Plaintiffs did or did not participate in certain activities but Defendants otherwise deny all allegations in paragraph 144.

145. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in community service, volunteer activities, and fundraising events at churches and other community organizations, which could include cleaning, landscaping, maintenance, and similar tasks. Defendants deny the remaining allegations contained in paragraph 145.

146. Defendants admit that residents were given the opportunity to participate in ministry outings but deny any allegation in paragraph 146 inconsistent with the foregoing admissions.

147. Defendants admit that residents were given the opportunity to participate in ministry outings but deny any allegation in paragraph 147 inconsistent with this admission.

148. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in community service, volunteer activities, and fundraising events at churches and other community organizations, which could include cleaning, landscaping, maintenance, and similar tasks. Defendants deny the remaining allegations contained in paragraph 148.

149. Defendants deny that Plaintiffs or residents performed “forced labor” as alleged. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents participated in household responsibilities, property maintenance, meal preparation, cleaning, landscaping, painting, organizing, and other *de minimis* chores or activities consistent with the operation of a household and the development of life skills. Defendants deny all remaining allegations within paragraph 149 inconsistent with the foregoing admissions.

150. Defendants deny the allegations in paragraph 150.

151. Defendants deny the allegations in paragraph 151.

152. Defendants deny the allegations in paragraph 152.

153. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents could lose certain privileges or experience changes in the program’s level system based upon behavioral or programmatic considerations, including a refusal to participate in household responsibilities, community service activities, volunteer projects, or other program activities. Defendants deny the remaining allegations of paragraph 153.

154. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, residents could lose certain privileges, experience changes in the program’s level system, or could be assigned behavioral interventions, including Talking Fast, based upon behavioral or programmatic considerations. Defendants deny the remaining allegations of paragraph 154.

155. Defendants admit that residents could lose certain privileges or experience changes in the program’s level system based upon behavioral or programmatic considerations, but deny that residents were deprived of food, prohibited from communicating with staff or their needs, or otherwise punished as alleged. Defendants deny all remaining allegations in paragraph 155.

156. Defendants lack information sufficient to form a belief as to what Plaintiffs did or did not believe.

157. Defendants deny that Plaintiffs performed forced labor as alleged. Defendants admit that residents were not paid wages for participating in household responsibilities, life-skills training, community service activities, volunteer projects, or fundraising activities conducted as part of CITC's faith-based residential program. Defendants deny all remaining allegations in paragraph 157.

158. Defendants deny the allegations in paragraph 158.

159. Defendants deny the allegations in paragraph 159.

160. Defendants deny the allegations in paragraph 160.

161. Defendants deny the allegations in paragraph 161.

162. Defendants deny the allegations in paragraph 162.

163. Defendants admit that, during certain times relevant to the allegations in the Amended Complaint, residents participated in community outreach, community service projects, and other volunteer activities through churches, local businesses, universities, and other community organizations as part of CITC's faith-based program and its mission of fostering personal growth, responsibility, and service to others. Defendants further admit that residents were not paid wages for these activities, as no payment or wage compensation was warranted under the terms of the program or applicable law. Otherwise, Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 163, which is otherwise unanswerable due to its ambiguity (e.g., "some of the Plaintiffs and other residents") and contrary to the Federal Rule requirement of a "short plain statement of the claim showing the pleader is entitled to relief."

164. Defendants deny that Plaintiffs performed “forced labor” as alleged. Defendants admit that, during certain times relevant to the allegations in the Amended Complaint, residents participated in community outreach, community service projects, and other volunteer activities through churches, local businesses, universities, and other community organizations as part of CITC’s faith-based program and its mission of fostering personal growth, responsibility, and service to others. Defendants further admit that residents, if they chose to do so, could share personal testimonials during certain presentations. Otherwise, Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 164, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs and other residents”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

165. Defendants deny that Plaintiffs performed “forced labor” as alleged. Defendants admit that, during certain times relevant to the allegations in the Amended Complaint, residents participated in community outreach, community service projects, and other volunteer activities through churches, local businesses, universities, and other community organizations as part of CITC’s faith-based program and its mission of fostering personal growth, responsibility, and service to others. Defendants further admit that residents were not paid wages for these activities, as no payment or wage compensation was warranted under the terms of the program or applicable law. Otherwise, Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 165, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs and other residents”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

166. Defendants admit that the Plaintiffs were not paid for community outreach or volunteer projects. Otherwise, Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 166, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs and other residents”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

167. Defendants admit that the Plaintiffs were not paid for community outreach or volunteer projects. Otherwise, Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 167, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs and other residents”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.” Defendants are without sufficient information to form a belief as to the truth of the allegations that it was sunny during a car wash fundraiser.

168. Defendants deny forcing Plaintiff Caitlyn Maguire to work in the coffee truck, and deny that she was not paid wages for her work in the coffee truck. Further, Defendants deny the remaining allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 168, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs and other residents”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

169. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 169, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs and other residents”)

and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

F. Defendants Failure to Provide Safe Living Conditions, including an inability to receive Necessary Medical and Dental Care and Mental Health Treatment

170. Defendants deny the allegations in paragraph 170.

171. Defendants deny that they denied Plaintiffs and other residents necessary medical and dental attention and are without sufficient knowledge to form a belief about the truth of the allegations related to Roxanne Porras and deny any allegation in paragraph 171 inconsistent with this admission.

172. Defendants deny that they denied Plaintiffs and other residents necessary medical and dental attention and are without sufficient information to form a belief as to the truth of the allegations concerning an unidentified non-party’s abstract claims and Defendants would nonetheless not be obligated to plead in response to unfounded and irrelevant allegations made in reckless noncompliance with the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

173. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 173, which is otherwise unanswerable due to its ambiguity (e.g., “[some of the plaintiffs and other residents”, “[p]laintiffs and others. . .”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

174. Defendants deny the allegations in paragraph 174.

175. Defendants deny the allegations in paragraph 175.

176. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning Plaintiff Loral Whitehouse's state of mind, particularly at an unspecified date and time, but Defendants otherwise deny the allegations in paragraph 176.

177. Defendants deny the allegations in paragraph 177.

178. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning Ms. Jacquez's state of mind, but Defendants otherwise deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 178.

179. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 179, which is otherwise unanswerable due to its ambiguity (e.g., "confidential, embarrassing, and sensitive information", "to residents, including to Plaintiffs") and contrary to the Federal Rule requirement of a "short plain statement of the claim showing the pleader is entitled to relief."

180. Defendants deny the allegations in paragraph 180.

181. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the ambiguous statement comprising paragraph 181.

182. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning whether one or more of the Plaintiffs or members of her family – this is unclear due to one of the many instances of ambiguity in paragraph 182 – experienced grief, anxiety, or emotional distress at some given point in time, but Defendants otherwise deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 182.

183. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning whether one or more of the Plaintiffs – this is unclear due to one of the many instances of ambiguity in paragraph 183 – experienced grief or emotional distress at some given point in time (the word “sometimes” is broad by its very definition), but Defendants otherwise deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 183.

184. Defendants deny the allegations in paragraph 184.

185. Defendants deny the allegations in paragraph 185.

186. Defendants deny the allegations in paragraph 186.

187. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 187, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs”, “ill-fitting uniforms”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

188. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 188, which is otherwise unanswerable due to its ambiguity, including for a lack of reference to any date, time period, or person, and made contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

189. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 189, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiffs”, “other residents”,

“a number of cats”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

190. Defendants deny the allegations of wrongdoing purporting to support any colorable legal claim that may be objectively implied from the statement comprising paragraph 190, which is otherwise unanswerable due to its ambiguity (e.g., “some of the Plaintiff’s stays”, “went unfixed.”) and contrary to the Federal Rule requirement of a “short plain statement of the claim showing the pleader is entitled to relief.”

191. Defendants deny the allegations in paragraph 191.

192. Defendants admit that parents or guardians were responsible for arranging and transporting residents for non-emergency medical and mental health care. Defendants deny the remaining allegations in paragraph 192.

193. Defendants state that the phrase “formal training” is ambiguous and, to that extent, deny that Defendant Dawn Rose, Defendant Missy Bowman, or CITC staff lacked training in managing teens or responding to emotional crisis. Defendants admit that, if appropriate, CITC staff contacted 911 to obtain emergency assistance. Defendants deny all remaining allegations of paragraph 193, including that law enforcement was contacted for the purposes alleged or that law enforcement officers physically restrained residents, forced residents into isolation, or otherwise assisted CITC through the use of force, threats, or intimidation as alleged.

194. Defendants are without sufficient information to form a belief as to whether Plaintiff Joanna Flood arrived with or reported the specific medical concern alleged in paragraph 194. Defendants specifically deny that Plaintiff Joanna Flood was denied medical care as alleged and deny any remaining allegations contained in paragraph 194.

195. Defendants admit that certain rooms at CITC were carpeted and that, if a resident was determined to pose a risk of harm to herself, certain personal items or bedding could be limited or withheld for the resident's safety. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning Plaintiff Rachel Simonick's alleged fungal infection, rash, or permanent scarring. Defendants admit that parents or guardians were responsible for arranging and transporting residents for non-emergency medical care. Defendants specifically deny that Defendant Dawn Rose refused to obtain or provide medical care for Plaintiff Rachel Simonick or that Plaintiff Rachel Simonick was denied medical care. Defendants deny any remaining allegations contained in paragraph 195.

196. Defendants are without sufficient information to form a belief as to whether Plaintiff Sarah Taylor reported the specific medical concern alleged in paragraph 196. Defendants specifically deny that Plaintiff Sarah Taylor was denied medical care as alleged and deny any remaining allegations contained in paragraph 196.

197. Defendants are without sufficient information to form a belief as to whether Plaintiff Sarah Taylor reported the specific medical concern alleged in paragraph 197. Defendants specifically deny that Plaintiff Sarah Taylor was denied medical care as alleged and deny any remaining allegations contained in paragraph 197.

198. Defendants are without sufficient information to form a belief as to whether Plaintiff Emily Courtney reported the specific medical concern alleged in paragraph 198. Defendants specifically deny that Plaintiff Emily Courtney was denied medical care as alleged and deny any remaining allegations contained in paragraph 198.

199. Defendants admit that parents or guardians were responsible for arranging and transporting residents for non-emergency medical care and that Plaintiff Christine Hong's parent

was requested to obtain medical care for her. Defendants deny that CITC cut off Plaintiff Christine Hong's requests for medical care until her eardrum ruptured, or that any delay by Defendants caused complications requiring additional treatment. Defendants deny the remaining allegations contained in paragraph 199.

200. Defendants admit that, in certain circumstances, ankle monitors were available for use with the consent of a resident's parent or guardian as a safety measure for residents with a history of running away or who otherwise presented a risk of absconding, or pursuant to court-ordered requirements. Defendants further admit that certain residents were required to wear orange clothing or "jumpsuits" following runaway incidents. Defendants deny that ankle monitors were forced upon residents as alleged, deny that their placement, inspection, or management caused injuries to residents, and deny the allegations concerning Plaintiff Estella Jackson and any remaining allegations contained in paragraph 200.

201. Defendants deny the allegations in paragraph 201, including the allegations concerning Adriana Link who is not a Plaintiff in this action.

202. Defendants deny the allegations in paragraph 202.

203. Defendants deny the allegations in paragraph 203.

204. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 204 on account of its ambiguity, including the reference to "some Plaintiffs" making it ambiguous to the degree that an answer by Defendants cannot be reasonably calculated.

205. Defendants deny that they "engaged in manipulations," "abusive tactics" and "poor mental health care" and are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 205 on account of its ambiguity, including the reference to "some

Plaintiffs” making it ambiguous to the degree that an answer by Defendants cannot be reasonably calculated.

G. Defendants Engaged in Frightening, Bizarre and Non-therapeutic Religious Practices and Rituals in an Effort to Change Residents’ Behaviors

206. Defendants deny the allegations in paragraph 206.

207. Defendants deny the allegations in paragraph 207.

208. Defendants deny the allegations in paragraph 208.

209. Defendants deny the allegations in paragraph 209.

210. Defendants deny the allegations in paragraph 210.

211. Defendants admit that no secular or non-Christian music was allowed at CITC and that movies were rated G or PG but deny any allegation in paragraph 211 inconsistent with the foregoing admissions.

212. Defendants deny that residents were punished for “vague conceptual violations” or perceived “ungodly” behavior as alleged. Defendants admit that residents were expected to comply with program rules and behavioral expectations designed to promote safety, structure, and the therapeutic goals of the program, including rules implemented in light of the individual needs and histories of certain residents. Defendants specifically deny that Plaintiff Autumn Mays received a write-up because she was sitting on her bed with the door open and deny that Plaintiff Madison Music received a write-up because she inserted her contact lenses before a run. Defendants deny the remaining allegations contained in paragraph 212.

213. Defendants deny that residents were punished, isolated, or otherwise mistreated because they were or were perceived to be gay or members of the LGBTQIA+ community. Defendants specifically deny that Plaintiff Emily DuPuis was placed in the “safe room” for an anti-gay prayer session and deny that Plaintiff Caitlyn Maguire was shamed or disciplined because

she was or was perceived to be a lesbian. Defendants deny the remaining allegations in paragraph 213.

214. Defendants admit that, as appropriate, Defendant Dawn Rose communicated with parents and guardians regarding matters concerning residents in her care. Defendants specifically deny that Defendant Dawn Rose reported to Plaintiff Autumn Mays' grandmother that Plaintiff Autumn Mays was gay. Defendants further deny that any communications were intended to create a rift between a resident and her family or were unnecessary, cruel, or without therapeutic purpose.

215. Defendants deny the allegations in paragraph 215.

H. Defendants Failed to Inform Plaintiffs or Their Parents that CITC Was Not an Accredited High School Offering a Valid Diploma

216. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 216 on account of its ambiguity, including the phrases "an accredited high school" and "a legitimate high school diploma."

217. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 217 on account of its ambiguity, including the term "accreditation" and reference to "other residents." Defendants deny that they "fraudulently concealed" the quality or Plaintiffs' education at CITC.

218. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 218 on account of its ambiguity, including the phrases "inadequate education" and "being less prepared."

219. Defendants are without sufficient information to form a belief as to the truth of the allegations contained in paragraph 219 on account of their ambiguity, including the phrase "transferable to any state-accredited post-secondary school," Defendants deny any allegation that CITC misrepresented the educational opportunities or curriculum offered to students.

220. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, CITC utilized the Accelerated Christian Education (“ACE”) curriculum, which permitted students working at different grade levels to progress at their own pace. Defendants deny all remaining allegations of paragraph 220, including that CITC never hired licensed teachers, provided no classroom instruction, or limited its curriculum solely to elementary-level faith-based workbooks.

221. Defendants admit that, during certain periods relevant to the allegations of the Amended Complaint, CITC utilized online coursework through the Lebanon Community School Corporation and other online educational programs. Defendants deny that students were prohibited from completing coursework because they were engaged in labor or punishment. Defendants are without sufficient information to form a belief as to the truth of the allegations concerning Caitlyn Maguire’s academic performance or alleged need for assistance. Defendants further deny that there were no teachers at CITC to assist students with their coursework and deny any remaining allegations contained in paragraph 221.

222. Defendants deny that forced labor made up the majority of Plaintiffs’ waking time at CITC. Defendants admit that CITC utilized the Accelerated Christian Education (“ACE”) curriculum during certain periods relevant to the allegations of the Amended Complaint and that, during certain periods, instruction was also provided through the Lebanon Community School Corporation, including by licensed teachers. Defendants are without sufficient information to form a belief as to the truth of the allegation concerning why any instructor or tutor ceased providing instruction and deny any remaining allegations contained in paragraph 222, including that Plaintiffs’ schoolwork was limited solely to biblical lessons, that there were never licensed

teachers present to provide instruction, or that Plaintiffs were forced to perform labor in lieu of receiving an education.

223. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 223, including Plaintiffs' alleged discoveries, beliefs, educational status, expectations concerning college attendance, the availability or necessity of obtaining a GED, and their alleged emotional reactions thereto. Defendants further state that paragraph 223 is ambiguous, including the phrases "valid diploma," "accredited by any college-level institution," "significantly behind their peers," and "most viable option," making the allegations too ambiguous to permit a response reasonably calculated under Fed. R. Civ. P. 8(b).

224. Defendants are without sufficient knowledge to form a belief about the truth of the allegations in paragraph 224.

225. Defendants deny the allegations in paragraph 225.

226. Defendants deny the allegations in paragraph 226.

I. Specific Harms to Plaintiffs

227. Defendants deny the allegations in paragraph 227.

VI. CAUSES OF ACTION

COUNT ONE

Violations of TVPRA 18 U.S.C. §§ 1595 and 1584 - Against All Defendants

228. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

229. The allegations set forth in paragraph 229 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are

not required. To the extent paragraph 229 purports to state facts against Defendants, Defendants deny the same.

230. The allegations set forth in paragraph 230 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 230 purports to state facts against Defendants, Defendants deny the same.

231. The allegations set forth in paragraph 231 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 231 purports to state facts against Defendants, Defendants deny the same.

232. Defendants deny the allegations in paragraph 232.

233. The allegations set forth in paragraph 233 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 233 purports to state facts against Defendants, Defendants deny the same.

234. Defendants deny the allegations in paragraph 234.

235. Defendants deny the allegations in paragraph 235.

236. Defendants deny the allegations in paragraph 236.

237. Defendants deny the allegations in paragraph 237.

238. Defendants deny the allegations in paragraph 238.

COUNT TWO

Violations of TVPRA 18 U.S.C. §§ 1595 and 1589 - Against All Defendants

239. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

240. The allegations set forth in paragraph 240 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 240 purports to state facts against Defendants, Defendants deny the same.

241. The allegations set forth in paragraph 241 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 241 purports to state facts against Defendants, Defendants deny the same.

242. The allegations set forth in paragraph 242 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 242 purports to state facts against Defendants, Defendants deny the same.

243. The allegations set forth in paragraph 243 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 243 purports to state facts against Defendants, Defendants deny the same.

244. The allegations set forth in paragraph 243 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are

not required. To the extent paragraph 243 purports to state facts against Defendants, Defendants deny the same.

245. Defendants deny the allegations in paragraph 245.

246. Defendants deny the allegations in paragraph 246.

247. Defendants deny the allegations in paragraph 247.

248. Defendants deny the allegations in paragraph 248.

249. Defendants deny the allegations in paragraph 249.

250. Defendants deny the allegations in paragraph 250.

251. Defendants deny the allegations in paragraph 251.

252. Defendants deny the allegations in paragraph 252.

COUNT THREE

Violations of TVPRA 18 U.S.C. §§ 1595 and 1590 - Against All Defendants

253. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

254. The allegations set forth in paragraph 254 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 254 purports to state facts against Defendants, Defendants deny the same.

255. Defendants deny the allegations in paragraph 255.

256. The allegations set forth in paragraph 256 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 256 purports to state facts against Defendants, Defendants deny the same.

257. Defendants deny the allegations in paragraph 257.

258. Defendants deny the allegations in paragraph 258.

259. Defendants deny the allegations in paragraph 259.

260. Defendants deny the allegations in paragraph 260.

261. Defendants deny the allegations in paragraph 261.

262. Defendants deny the allegations in paragraph 262.

263. Defendants deny the allegations in paragraph 263.

COUNT FOUR

Attempted Violations and Conspiracy to Commit Violations of TVPRA 18 U.S.C. §§ 1584, 1589, 1590, 1594, and 1595 - Against All Defendants

264. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

265. Defendants deny the allegations in paragraph 265.

266. The allegations set forth in paragraph 266 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 266 purports to state facts against Defendants, Defendants deny the same.

267. The allegations set forth in paragraph 267 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants' response to the allegations are not required. To the extent paragraph 267 purports to state facts against Defendants, Defendants deny the same.

268. Defendants deny the allegations in paragraph 268.

269. Defendants deny the allegations in paragraph 269.

270. Defendants deny the allegations in paragraph 270.

COUNT FIVE

**Negligence and Gross Negligence under Indiana Law – Against CITC and Missy Bowman
Plaintiffs Included in Count Five (inadvertently noted as Count Six in the Amended
Complaint): Kate Adams obo E.A., Azarriah Gibson and Madeline Lewis**

271. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

272. Defendants admit all duties duly imposed upon them under applicable Indiana law, but deny any averment inconsistent with this admission, including without limitation, any averment contained in paragraph 272 which states or infers that Defendants failed to act consistently with any legally imposed duty.

273. Defendants admit all duties duly imposed upon them under applicable Indiana law, but deny any averment inconsistent with this admission, including without limitation, any averment contained in paragraph 273 which states or infers that Defendants failed to act consistently with any legally imposed duty.

274. Defendants deny the allegations in paragraph 274

275. Defendants deny the allegations in paragraph 275.

276. Defendants deny the allegations in paragraph 276.

277. Defendants deny the allegations in paragraph 277.

278. Defendants deny the allegations in paragraph 278.

COUNT SIX

**Respondeat Superior/Civil Liability under Indiana Law – Against CITC
Plaintiffs Included in Count Six: Kate Adams obo E.A., Azarriah Gibson and Madeline
Lewis**

279. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

280. Defendants admit that Defendant Missy Bowman was employed by CITC during certain periods relevant to the allegations of the Amended Complaint. Defendants further admit that CITC employed staff during such periods. Defendants are without sufficient information to form a belief as to the truth of the remaining allegations contained in paragraph 280 on account of their ambiguity, including the phrases “at all relevant times,” “acting within the scope of their employment” which is in itself a legal conclusion to which no response is required, and “the wrongs set forth in this Amended Complaint,” making the allegations too ambiguous to permit a response reasonably calculated under Fed. R. Civ. P. 8(b).

281. Defendants admit that Defendant Missy Bowman and other staff were employed to provide residential care and other services to Plaintiffs. To the extent paragraph 281 states legal conclusions as to CITC’s alleged vicarious liability, no response is required by the Defendants under Fed. R. Civ. P. 8(b). Only to the extent a response is deemed required, Defendants deny the allegations in paragraph 282.

282. The allegations set forth in paragraph 282 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants’ response to the allegations are not required. To the extent paragraph 282 purports to state facts against Defendants, Defendants deny the same.

283. The allegations set forth in paragraph 283 assert a legal conclusion as opposed to a claim or allegation against Defendants and therefore Defendants’ response to the allegations are not required. To the extent paragraph 283 purports to state facts against Defendants, Defendants deny the same.

284. Defendants deny the allegations in paragraph 284.

COUNT SEVEN

**Physical Battery under Indiana Law – Against Missy Bowman
Plaintiffs Included in Count Seven: Kate Adams obo E.A., Azarriah Gibson and Madeline Lewis**

285. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

286. Defendants deny the allegations in paragraph 286.

287. Defendants deny the allegations in paragraph 287.

288. Defendants deny the allegations in paragraph 288.

COUNT EIGHT

**Assault under Indiana Law – Against CITC and Missy Bowman
Plaintiffs Included in Count Eight: Kate Adams obo E.A., Azarriah Gibson and Madeline Lewis**

289. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

290. Defendants deny the allegations in paragraph 290.

291. Defendants deny the allegations in paragraph 291.

COUNT NINE

**False Imprisonment under Indiana Law – Against CITC and Missy Bowman
Plaintiffs Included in Count Nine: Kate Adams obo E.A., Azarriah Gibson and Madeline Lewis**

292. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

293. Defendants deny the allegations in paragraph 293.

294. Defendants deny the allegations in paragraph 294.

295. Defendants deny the allegations in paragraph 295.

296. Defendants deny the allegations in paragraph 296.

297. Defendants deny the allegations in paragraph 297.

COUNT TEN

**Tort of Outrage and Intentional Infliction of Emotional Distress under Indiana Law –
Against CITC and Missy Bowman
Plaintiffs Included in Count Ten: Kate Adams obo E.A., Azarriah Gibson and Madeline
Lewis**

298. Defendants hereby incorporate by reference their answers contained in the foregoing paragraphs as if fully set forth herein.

299. Defendants deny the allegations in paragraph 299.

300. Defendants deny the allegations in paragraph 300.

301. Defendants deny the allegations in paragraph 301.

WHEREFORE, the Defendants, Indiana Teen Challenge, Inc., formerly Central Indiana Teen Challenge, now d/b/a The Refuge Girls Academy, Dave Rose, Dawn Rose, and Missy Bowman, by counsel, requests that the Plaintiffs take nothing by way of the allegations made in the operative pleading, judgment in their favor, and all other relief just and proper in the premises, including the costs of this action.

ADDITIONAL DEFENSES

Defendants, Indiana Teen Challenge, Inc., formerly Central Indiana Teen Challenge, now d/b/a The Refuge Girls Academy (hereafter “CITC”), Dave Rose, Dawn Rose, and Missy Bowman (individually “Defendant” and collectively “Defendants”), by counsel, ROBERTS MEANS RONCEVIC KAPELA LLC, pursuant to Federal Rule 8(c), hereby assert the following affirmative and additional defenses in response to Plaintiffs’ First Amended Complaint for Damages filed by Plaintiffs in this matter on June 16, 2026 (hereinafter, the “Amended Complaint”):

1. Defendants deny each and every allegation of Plaintiffs’ Amended Complaint not

specifically admitted herein, including all “WHEREFORE” paragraphs.

2. By pleading their defenses, Defendants do not concede they possess and do not assume the burden to prove any of them. Plaintiffs retain the burden of proof on all matters necessary to sustain their claim(s) stated within Plaintiffs’ Amended Complaint.

3. Defendants affirmatively state that Plaintiffs’ Amended Complaint fails to state any legally valid claim(s) on which relief may be granted.

4. Plaintiffs’ claims are barred by the First Amendment to the United States Constitution.

5. Plaintiffs’ claims are barred by the applicable statute of limitations and should accordingly be dismissed.

6. Plaintiffs’ claims are barred by the *in loco parentis* privilege.

7. Plaintiffs’ claims may be barred, in whole or in part, by the doctrines of estoppel, laches, acquiescence, unclean hands, and waiver.

8. Defendants, Dave Rose, Dawn Rose and Missy Bowman should be dismissed from this action as these Defendants are immune from personal liability for any civil damages arising from acts performed within the scope of their employment.

9. Plaintiffs and/or their parents and legal guardians knowingly, voluntarily and freely consented to participate in the Teen Challenge rehabilitation program.

10. Defendants did not intentionally or willfully restrain Plaintiffs.

11. Defendants affirmatively state that Plaintiffs are not entitled to recover punitive damages from Defendants based on the allegations set forth in Plaintiffs’ Amended Complaint. Furthermore, Plaintiffs bear the burden of proof, and punitive damages may be awarded only upon clear and convincing evidence, not mere speculation or doubt.

12. Defendants deny the nature and extent of Plaintiffs' alleged damages, if any, and further state that Plaintiffs failed to mitigate such damages.

13. Defendants affirmatively state if Plaintiffs sustained damages, which Defendants specifically deny, the same were caused or contributed to be caused by intervening acts and/or superseding negligence on the part of a person(s) or entity over whom Defendants neither had control nor right of control as set forth in Defendants' Answer and Additional Defenses.

14. Plaintiffs may have fault which contributed to the happening of the incident or damages alleged in the Amended Complaint and therefore Plaintiffs' alleged damages are barred or diminished according to the apportionment of fault as provided by Indiana law.

15. The liability of all parties and identified non-parties must be apportioned according to their respective degrees of fault pursuant to the Indiana Comparative Fault Act, Ind. Code § 34-51-2-1, et seq., and Defendants' liability, if any, should be reduced accordingly.

16. Defendants affirmatively state that the event(s) and/or incident(s) identified in Plaintiffs' Amended Complaint, and Plaintiffs' injuries and damages, occurred due to the conduct and sole cause of Plaintiffs.

17. Defendants affirmatively state that they did not owe Plaintiffs any general or special duty of care as Defendants held no special relationship with Plaintiffs.

18. Some of the Plaintiffs' claims are barred, in whole or in part, because they are subject to a valid, binding, and mandatory arbitration agreement governing the dispute, and Defendants reserve the right to compel arbitration.

19. Defendants reserve the right to raise such additional defenses as may become available.

WHEREFORE, the Defendants, Indiana Teen Challenge, Inc., formerly Central Indiana Teen Challenge, now d/b/a The Refuge Girls Academy, Dave Rose, Dawn Rose, and Missy Bowman, by counsel, requests that the Plaintiffs take nothing by way of the allegations made in the operative pleading, judgment in their favor, and all other relief just and proper in the premises, including the costs of this action.

Respectfully submitted,

ROBERTS MEANS RONCEVIC KAPELA LLC

/s/ Ashley R. Roncevic

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CERTIFICATE OF SERVICE

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