

STATE OF MINNESOTA
COUNTY OF HENNEPIN

IN DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Allen Hill and Sheryl Hill, as co-Trustees for the next of kin of Tyler Russell Hill, decedent, and Allen Hill and Sheryl Hill, individually, and Allen Hill and Sheryl Hill, as parents and natural guardians of Alec Arthur Hill, a minor,
Plaintiffs,

Case Type: Wrongful Death
Case No. _____
Judge _____

vs.

COMPLAINT

Ambassadors Group, a corporation, People to People Student Ambassador Programs, People to People International, docleaf Limited, Larry McGonnell, David Perl, MD, Susan Stahr, Pat Veum-Smith, Josh Aberle and Angela Hanson,
Defendants.

Plaintiffs, for their cause of action, state and allege as follows:

Parties.

1. Allen and Sheryl Hill are the parents of Tyler Russell Hill, deceased, and have been appointed as co-trustees for the next of kin of Tyler Russell Hill, by order of Hennepin County District Court, Judge Patricia Belois, filed September 7, 2007. They are also the parents and natural guardians of Alec Arthur Hill, Tyler's younger brother.

2. Ambassadors Group is a for-profit corporation serving as travel agent, managing agent and representatives for a number of purported 'non-profit' groups denominated "People to People",

including the People to People Student Ambassadors, People to People International sends letters to People to People Student Ambassadors marketing the programs.

3. Ambassadors Group, People to People International, and People to People Student Ambassadors act through their agents and employees.

4. docleaf Limited, is believed to be a United Kingdom company, with contractual arrangements to work with Ambassadors Group and People to People programs such as People to People Student Ambassadors, People to People International, and others.

5. Larry McGonnell is believed to be an employee of docleaf Limited, and claimed to be a licensed psychotherapist.

6. David Perl is believed to be an employee of docleaf Limited, and claimed to be a medical doctor.

7. Susan Stahr was one of the delegation leaders, who also represented to Plaintiffs that Pat Veum-Smith would not be left alone with Tyler Hill.

8. Pat Veum-Smith was one of the delegation leaders, who was left alone with Tyler Hill in spite of the express representations of Susan Stahr.

9. Josh Aberle was one of the delegation leaders.

10. Angela Hanson was one of the delegation leaders.

Factual background.

11. People to People, in its various formats, represents itself to be the organization established/founded by President Dwight D. Eisenhower on September 11, 1956 to enhance international understanding and friendship.

12. Ambassadors Group paid an undisclosed amount of money to People to People International for the rights to use "People to People" in its various forms. Ambassadors Group

now represents various “People to People” programs to be theirs, and openly claims President Eisenhower as founder and a fifty (50) year history. There is an overlap in executive officers and employees of these for-profit and non-profit entities.

13. In a letter dated August 4, 2006, Tyler Hill received an invitation to be a People to People Student Ambassador. The letter represented that People to People is an educational program founded by President Dwight D. Eisenhower, and that Tyler had been named for this honor by a teacher, former Student Ambassador or national academic listing.

14. Subsequently, a “Parent Protocol” (Protocol) was sent to plaintiff parents. The protocol set forth the contract between plaintiffs and Ambassador Group/People to People et. al.

15. The Protocol represented that:

The completion of a health form with a parent or guardian signature is a requirement for travel. You must list any condition that requires regular monitoring pretreatment. Each student must be fully capable of managing his or her condition and administering the necessary medication or treatment.

The delegation leader is required to travel with the original health form as it serves as an emergency medical release, and can offer insight to emergency treatment, allergic reactions and further contact information.

Submit the completed health form to your delegation leader.

16. The completed health form was submitted by Plaintiff parents, and an amended health form was also submitted by Plaintiff parents.

17. Plaintiffs Allen and Sheryl Hill were particularly concerned with representations made by Defendants Ambassadors Group/People to People et. al. concerning the health and safety of Tyler because Tyler had Type I diabetes and complex migraines.

18. Plaintiffs specifically disclosed that Tyler had diabetes and made their concerns known to Defendants and Ambassadors Group/People to People on the written health form, and the

amended health form, and through direct discussions with the delegation leaders and delegation manager as well as the primary delegation leader.

19. It was determined after the death of Tyler, that in spite of the submission of the amended health form, such amended health form was not in the possession of the delegation leader as set forth in the Protocol.

20. The Protocol further stated:

...delegation leaders are required to take firm action in the event of serious misbehavior. A student may be dismissed from the program and returned home at their parents' expense.... personal expectations. We expect delegates to exercise good judgment regarding public displays of affection.

21. During the trip, Tyler was disciplined pursuant to this requirement of the contract, pursuant to this requirement of the contract for publicly displaying affection, i.e. holding hands.

22. The Protocol specifically references the website for People to People and Plaintiffs were specifically referred to the website for People to People for additional representations concerning the safety of Tyler in view of his diabetes, as disclosed above.

23. Plaintiffs Allen and Sheryl Hill read and relied upon the following representations set forth on the People to People website prior to permitting Tyler to serve as a student Ambassador:

"Safety comes first" "People to People sets the gold standard""of all the programs with which we've worked, the People to People organization is a true pioneer in the area of safety. In my opinion, People to People's commitment to student safety sets the gold standard worldwide." Citing as the source of the quote David Perl, President of docleaf Limited.

A Solid Safety Record:

"We provide extensive pre-travel preparation for both our leaders and our delegates.

While delegates are traveling, we maintain a 24-hour response team at our office to respond to any emergencies or situations that may arise during travel."

24. Plaintiffs specifically relied upon: "*Common Concerns*" "*What if an emergency occurs with my child?*" Which states: "our staff is highly experienced in working with our local coordinators to handle emergencies. In addition to the medical and accident insurance included in the program, maintaining 24-hour staff coverage in our program office during the summer months so that we can notify parents immediately about any emergency that might arise. For an additional level of safety each of our delegation leaders is required to maintain current CPR certification."

25. Plaintiffs specifically relied on: "*Common Concerns*" "*What if my child becomes ill?*" Which states: "Our associates maintain ongoing relationships with medical personnel in every destination, so that these medical personnel can be brought in to address any situation that may arise. We also maintain 24-hour staff coverage in our program office during the summer so we can notify you immediately if your child becomes severely ill. In addition, all of our teacher/Leaders who journey with the delegations are required to have current CPR certification." Defendants never contacted the referenced medical personnel or Tyler's parents when Tyler became severely ill. Defendants refused to take Tyler to the hospital when he requested it. Tyler's parents were only contacted after Tyler had been admitted to the Japanese Red Cross Hospital in Tokyo, Japan and his heart had stopped for more than one hour and then resuscitated.

26. That Plaintiffs Allen and Sheryl Hill were invited to pretrip delegation meetings. At said meetings Defendants told Plaintiffs that People to People had not lost a child in over fifty (50) years. While at such a meeting, Plaintiffs were introduced to one of the adults traveling with the delegation whose name was Pat Veum-Smith.

27. That in response to said meeting Pat Veum-Smith, Plaintiffs specifically requested that Tyler not be left alone with her. It was specifically represented to Plaintiffs that Tyler would not be left alone, or in the custody of Pat Veum-Smith.

28. Plaintiffs Allen and Sheryl Hill paid \$6,750 to Ambassador Group/People to People for Tyler Hill to travel on a trip to Japan. The trip began on June 16 and was scheduled to end June 29, 2007.
29. During the trip, the delegation leaders failed to monitor and supervise Tyler Hill, and failed to monitor his medical condition, including failing to act when he became ill from bad food, leaving the delegation unsupervised during a visit to a hot springs which resulted in Tyler fainting, and failing to provide proper follow up when his blood sugar became low.
30. During said trip Tyler Hill, as part of his group, hiked up Mt. Fuji. Following that hike, in the evening Tyler reported that he became severely ill and requested medical attention. This request was denied by the leaders. Pat Veum-Smith told the Plaintiffs and the Japanese Red Cross Hospital medical staff that Tyler had requested a hospital because he felt severely ill.
31. All four group leaders, Susan Stahr, Pat Veum-Smith, Josh Aberle, and Angela Hanson were in Tyler's room at approximately seven o'clock the morning after he requested medical attention because he had been vomiting blood since four o'clock in the morning.
32. At no time were Plaintiffs or Tyler's medical doctors notified to alert them that he was severely ill.
33. That Tyler was left alone in a hotel room without medical care from approximately seven o'clock in the morning to five o'clock in the afternoon on June 27, 2007.
34. While alone, he was severely ill.
35. That Tyler was left alone in his room on June 27, 2007 by Pat Veum-Smith, who was given custody over Tyler by the team leaders, despite Plaintiffs' specific request never to leave him alone in her care, and Susan Stahr's specific representation that Tyler Hill would not be left alone in Pat Veum-Smith's care.

36. That Pat Veum-Smith was, or should have been, aware of Tyler's diabetes, but did nothing outside of reportedly phoning his room on the hour. Pat Veum-Smith did nothing to assist him or obtain assistance for him, nor did she engage the 24 hour service center to contact Tyler's parents or medical doctors.

37. That medical help was not summoned until sometime after 5 in the afternoon on June 27, 2007.

38. That Tyler was finally taken by ambulance to the Japanese Red Cross Hospital in Tokyo, Japan where he died.

39. That Tyler's death was caused because he was refused healthcare and left unassisted by the agents, employees, and representatives of Defendants Ambassadors Group, People to People, Susan Stahr, Pat Veum-Smith, Josh Aberle, and Angela Hanson, all of whom failed to notify Tyler's parents or medical doctors of his severe illness.

40. That Allen and Sheryl Hill, Tyler's parents, were told upon arrival in Tokyo, Japan that Tyler's condition had improved to the point that he was off a respirator; however, Japanese medical doctors announced Tyler Hill brain dead on their arrival to the Japanese Red Cross Medical Center.

41. That subsequent to the death of Tyler Hill, and before leaving Japan, Defendant Larry McGonnell, was introduced to Plaintiffs as a psychologist/grief counselor that was being provided to them and their son, Alec, for the purpose of dealing with their psychological medical needs or services.

42. That Defendant Larry McGonnell traveled with Ailen and Sheryl Hill from Japan to Hennepin County, Minnesota. That while in Hennepin County, Minnesota, Defendant Larry

McGonnell represented himself to be a licensed psychotherapist providing psychological medical needs or services to Plaintiffs.

43. Defendant Larry McGonnell is an employee of Defendant docleaf Limited. That docleaf Limited was acting through its agent and employee, Larry McGonnell while he was in Hennepin County, Minnesota.

44. That docleaf Limited was doing business in Minnesota through Larry McGonnell, and was compensated pursuant to contract for his work in Minnesota.

45. Unknown to Plaintiffs, Defendant docleaf Limited and Defendant Larry McGonnell were acting pursuant to a contract between docleaf Limited and Defendants Ambassador Group/People to People.

46. Unknown to Plaintiffs, Defendant docleaf Limited, Defendant David Perl, and Defendant Larry McGonnell provided confidential mental health records and reports to Defendants Ambassadors Group/People to People, pursuant to a contract between Defendant docleaf Limited and Defendants Ambassadors Group/People to People.

47. At no time did Plaintiffs consent or provide any type of medical release for Defendant docleaf Limited and Defendant Larry McGonnell to release their private medical and psychological information to Defendants Ambassador Group/People to People.

**FIRST CAUSE OF ACTION
WRONGFUL DEATH**

48. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.

49. That at all times pertinent hereto Defendants Ambassadors Group, People to People, et al. were acting through their agents, employees, and other representatives including the delegation leader, delegation manager, primary delegation leader, program director, program manager,

program support team, and all delegation leaders and all teacher/leaders traveling with Tyler Hill, including Defendants Susan Stahr, Pat Veum-Smith, Josh Aberle, and Angela Hanson.

50. That the negligence of Defendants Ambassadors Group/People to People, Susan Stahr, Pat Veum-Smith, Josh Aberle, and Angela Hanson caused the death of Tyler Hill.

51. That by reason of the death of Tyler Hill, Plaintiffs Allen and Sheryl Hill suffered damages in the amount of Thirty Thousand Dollars (\$30,000.00) funeral expenses.

52. That by reason of the death of Tyler Hill, Plaintiffs, as co-trustees, and those heirs and next of kin of Tyler Hill, have suffered pecuniary damages in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00).

**SECOND CAUSE OF ACTION
BREACH OF CONTRACT- WRONGFUL DEATH**

53. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.

54. That Plaintiffs and Defendants Ambassadors Group, People to People, et al. entered into a contract for the trip to Japan for Tyler Hill, as set forth above.

55. The Defendants Ambassadors Group/People to People breached said contract, and that that breach of contract resulted in the death of Tyler Hill.

56. That breach of contract includes, and is not limited to, the failure of Defendants Ambassadors International, Ambassadors Group, People to People, et al. to notify Plaintiffs that Tyler Hill was severely ill, which would have allowed them to take appropriate action to obtain medical help for Tyler Hill in a timely manner; that the agents and employees of Defendants Ambassadors Group, People to People, et al. failed to act as it was represented they would act pursuant to said contract in obtaining timely and appropriate medical help for Tyler Hill or phone parents or Tyler's medical doctors immediately in the event of severe illness.

57. That by reason of the breach of contract, Plaintiffs, as co-trustees, and those heirs and next of kin of Tyler Hill, have suffered pecuniary damages in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00).

**THIRD CAUSE OF ACTION
INVASION OF PRIVACY BY INTRUSION UPON SECLUSION**

58. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.

59. That Defendants Ambassadors Group, People to People, docleaf Limited, David Perl, and Larry McGonnell invaded Plaintiffs' privacy in the following respects:

A. Defendants, and each of them intentionally interfered physically and otherwise with the private concerns and affairs of Plaintiffs by representing that Larry McGonnell was being provided to them for purposes of psychological and medical help in their time of grief, when, in fact, he was being provided pursuant to a contract among the Defendants Ambassadors Group/People to People for purposes of reporting on Plaintiffs.

B. That Plaintiffs had a reasonable expectation of privacy in their time of grief, and their private concerns.

C. That this intrusion occurred in a way that is highly offensive to a reasonable person in the position of Plaintiffs

60. That by reason of the invasion of privacy by intrusion upon seclusion, Plaintiffs Allen Hill and Sheryl Hill, individually, and Allen Hill and Sheryl Hill as parents and natural guardians of Alec Arthur Hill, have been damaged in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00).

**FOURTH CAUSE OF ACTION
VIOLATION OF A MINNESOTA STATUTE**

61. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.

62. That Defendants Ambassadors Group, People to People, docleaf Limited, David Perl, and Larry McGonnell acted in violation of Minnesota Statutes §§ 144.291 to 144.298, and § 144.335, and are liable to Plaintiffs for compensatory damages caused by such unauthorized release of psychological records together with costs and reasonable attorney's fees.

63. That by reason of the violations of Minnesota Statutes as set forth above, Plaintiffs Allen Hill and Sheryl Hill, individually, and Allen Hill and Sheryl Hill as parents and natural guardians of Alec Arthur Hill, have been damaged in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00).

**FIFTH CAUSE OF ACTION
BREACH OF CONTRACT**

64. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.

65. That by reason of the breach of contract as set forth above, Plaintiffs Allen and Sheryl Hill are entitled to damages in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00), for the cost of the trip as set forth above.

**SIXTH CAUSE OF ACTION
FRAUD**

66. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.

67. That Defendants Ambassadors Group/People to People falsely represented the following past or present material facts to Plaintiffs, knowing that the representations were false, or at the time of the representation not knowing if the facts were true or false, intending that Plaintiffs would rely on the representations:

A. People to People, in its various formats, represented itself to be the organization established by President Dwight D. Eisenhower on September 11, 1956, to enhance international understanding and friendship.

B. That Tyler had been named for this honor by a teacher, former Student Ambassador or national academic listing.

C. That the delegation leader is required to travel with the original and complete health forms as they serve as an emergency medical release, and can offer insight to emergency treatment, allergic reactions and further contact information.

D. "That our associates maintain ongoing relationships with medical personnel in every destination, so that these medical personnel can be brought in to address any situation that may arise. We also maintain 24-hour staff coverage in our program office during the summer so we can notify you immediately if your child becomes severely ill. In addition, all of our teacher/Leaders who journey with the delegations are required to have current CPR certification."

E. That People to People sets the gold standard for student safety with a solid safety record.

F. That it was specifically represented to Plaintiffs that Tyler would not be left alone, or in the custody of Pat Veum-Smith.

68. That Plaintiffs relied and acted on the false representations.

69. That Plaintiffs were harmed as a direct result of relying on the false representations.

70. That Plaintiffs Allen and Sheryl Hill as co-trustees for the next of kin of Tyler Russell Hills, decedent, and Allen Hill and Sheryl Hill individually were damaged in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00), including pecuniary damages.

71. That by reason of the fraud as set forth above. Plaintiffs Allen and Sheryl Hill are entitled to damages in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00), for the cost of the trip as set forth above.

**SEVENTH CAUSE OF ACTION
CONSUMER FRAUD**

72. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.
73. That “consumer fraud” occurs when a business in the course of selling services:
1. Uses false information and
 2. Intends that others would rely on this false information.
74. That Plaintiffs may recover damages for consumer fraud, if:
1. Plaintiffs relied and acted on the false information; and
 2. The false information had a substantial part in bringing about the death of Tyler Hill;
75. That Plaintiffs Allen and Sheryl Hill as co-trustees for the next of kin of Tyler Russell Hill, decedent, and Allen Hill and Sheryl Hill individually were damaged in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00), including pecuniary damages, by reason of Defendant People to People/Ambassadors Group consumer fraud.
76. That by reason of the fraud as set forth above, Plaintiffs Allen and Sheryl Hill are entitled to damages in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00), for the cost of the trip as set forth above.

**EIGHTH CAUSE OF ACTION
FALSE STATEMENT IN ADVERTISEMENT**

77. That Plaintiffs incorporate and reallege paragraphs 1 – 47 herein.
78. That Defendants Ambassadors Group/People to People in violation of Minn. Stat. § 325F.67, made, published, and disseminated, in Minnesota, written representations, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or in any other way, advertisements regarding their

services which contained material representations and statements of fact which were untrue, deceptive, and misleading.

Plaintiffs were harmed by the written representations, and are entitled to damages as specified in Minn. Stat. § 8.31, including attorneys fees, cost of investigation, and all other damages set forth therein.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

Count One – Wrongful Death

1. That by reason of the death of Tyler Hill, Plaintiffs Allen and Sheryl Hill suffered damages in the amount of Thirty Thousand Dollars (\$30,000.00) funeral expenses.

2. That by reason of the death of Tyler Hill, Plaintiffs, as co-trustees, and those heirs and next of kin of Tyler Hill, have suffered pecuniary damages in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00).

Count Two – Breach of Contract – Wrongful Death

3. That by reason of the breach of contract, Plaintiffs, as co-trustees, and those heirs and next of kin of Tyler Hill, have suffered pecuniary damages in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00).

Count Three – Invasion of privacy by intrusion upon seclusion

4. That by reason of the invasion of privacy by intrusion upon seclusion, Plaintiffs Allen Hill and Sheryl Hill, individually, and Allen Hill and Sheryl Hill as parents and natural guardians of Alec Arthur Hill, have been damaged in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00).

Count Four – Violation of a Minnesota statute

5. That by reason of the breach of contract as set forth above, Plaintiffs Allen and Sheryl Hill are entitled to damages in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00), for the cost of the trip as set forth above.

Count Five – Breach of Contract

6. That by reason of the breach of contract as set forth above, Plaintiffs Allen and Sheryl Hill are entitled to damages in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00), for the cost of the trip as set forth above.

Count Six – Fraud

7. That Plaintiffs Allen and Sheryl Hill as co-trustees for the next of kin of Tyler Russell Hill, decedent, and Allen Hill and Sheryl Hill individually were damaged in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00), including pecuniary damages.

8. That by reason of the fraud as set forth above, Plaintiffs Allen and Sheryl Hill are entitled to damages in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00), for the cost of the trip as set forth above.

Count Seven – Consumer Fraud

9. That Plaintiffs Allen and Sheryl Hill as co-trustees for the next of kin of Tyler Russell Hill, decedent, and Allen Hill and Sheryl Hill individually were damaged in a reasonable sum in excess of Fifty Thousand Dollars (\$50,000.00). including pecuniary damages.

10. That by reason of the fraud as set forth above, Plaintiffs Allen and Sheryl Hill are entitled to damages in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00), for the cost of the trip as set forth above.

Count Eight – False Statement in Advertising

11. That by reason of the false statement in advertising, Plaintiffs are entitled to damages as specified in Minn. Stat. § 8.31, including attorneys fees, cost of investigation, and all other damages set forth therein.


PLAINTIFFS DEMAND TRIAL BY JURY.

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.21, Subdivision 2, to the party against whom the allegations in this pleading are asserted.

DATED: 1/28/08

HVASS, WEISMAN & KING, CHARTERED

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