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Attorneys for the United States of America

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IN THE UNITED STATES DISTRICT COURT, DISTRICT OF UTAH,  
CENTRAL DIVISION

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UNITED STATES OF AMERICA,

Plaintiff,

vs.

BLUE MOUNTAIN FAMILY CENTER, INC.,  
d/b/a WILDERNESS QUEST,

Defendant

Case No. 2:09-cv-00569

Judge David Sam

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**COMPLAINT**

The United States files this Complaint against Blue Mountain Family Center, Inc. d/b/a Wilderness Quest ("Wilderness Quest") and states as follows:

**Nature of the Case**

1. This case arises from a June 28, 2003 wildfire known as the Woodenshoe Fire. Employees of Wilderness Quest, a wilderness therapy provider, failed to properly extinguish a campfire. Their negligence resulted in the Woodenshoe Fire, which burned more than 2700 acres owned by the United States in the Dark Canyon Wilderness Area of

the Manti-LaSal National Forest. The fire caused the United States to incur \$1,015,599.30 in suppression costs. The United States is bringing this suit to recover the amounts owed by Wilderness Quest for the Woodenshoe Fire.

### **Parties**

2. Plaintiff is the United States of America. As sovereign, the United States owns lands within the State of Utah that it is responsible for managing and protecting, including lands affected by the Woodenshoe Fire. These lands are administered by the Forest Service as part of the Manti-LaSal National Forest in San Juan County, Utah. *See* 16 U.S.C. § 1609.
3. Defendant Blue Mountain Family Center, Inc, which does business as Wilderness Quest, is a Utah Corporation with its principal place of business in San Juan County, Utah. Its registered agent is Ralph Harding, 185 North 1500 East, Layton, UT 84040.

### **Jurisdiction and Venue**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1345.
5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1), (2), and (3).

### **Facts**

6. Wilderness Quest is in the business of providing wilderness therapy programs for troubled youths.
7. At the time relevant time, Wilderness Quest was allowed to operate on the public lands pursuant to the terms of a May 28, 2002 Special Use Permit, authorization ID MON49 (the “Special Use Permit”).
8. The Special Use Permit stated that Wilderness Quest had an “affirmative duty to protect

from damage the land, property, and interests of the United States.” Special Use Permit, ¶ IV(C).

9. The permit also requires Wilderness Quest to indemnify the United States for any “loss [from] . . . damage to property,” including, but not limited to, “the value of the resources damaged” and “fire suppression or other types of abatement costs.” *Id.* at ¶ IV(B)
10. On June 27, 2003, the night before the Woodenshoe fire, Wilderness Quest employees, were guiding a group of youths enrolled in the program through the Dark Canyon Wilderness Area, in the Manti-LaSal National Forest in southeastern Utah.
11. Wilderness Quest’s employees started a campfire and allowed it to burn through the night. On June 28, 2003 the employees awoke and broke camp. But rather than taking steps to ensure that the fire was out (such as pouring water, sand or dirt on the remains of the fire and making sure the embers were dead out), one of Wilderness Quest’s employees, John Burke, dropped a large, flat rock on the ashes of the fire, blowing ash and debris from the fire ring onto nearby fuels.
12. Wilderness Quest’s employees then left the area, and the debris blown from their campfire smoldered and started the Woodenshoe fire. The Woodenshoe fire burned more than 2700 acres, and cost \$1,015,904.69 to suppress.
13. In working with the campfire, and at all other relevant times, the Wilderness Quest employees involved in this outing were acting within the course and scope of their employment with Wilderness Quest.

**Count I: Negligence**

14. The United States re-asserts all allegations previously made.

15. Wilderness Quest had a duty to use reasonable care with respect to its campfire to avoid destroying the property of others—including the United States.
16. Wilderness Quest breached this duty by failing to take reasonable steps to ensure the campfire was extinguished, and by failing to properly extinguish the campfire.
17. The Woodenshoe fire started as a direct and proximate result of Wilderness Quest’s breach(es) of duty and negligence.
18. The Woodenshoe Fire damaged the United States by burning more than 2700 acres of land owned by the United States, and causing the United States to incur \$1,105,904.60 in suppression costs.

**Count II: Breach of Contract**

19. The United States re-asserts all allegations previously made.
20. Wilderness Quest operated on the public lands pursuant to the Special Use Permit, under which Wilderness Quest agreed to certain duties and obligations.
21. Specifically, the Special Use Permit imposed upon Wilderness Quest an “affirmative duty to protect from damage the land, property, and interests of the United States.” Special Use Permit, ¶ IV(C).
22. The Special Use Permit also required Wilderness Quest to indemnify the United States for any “loss [from] . . . damage to property,” including, but not limited to, “the value of the resources damaged” and “fire suppression or other types of abatement costs.” *Id.* at ¶ IV(B)
23. Wilderness Quest breached the terms of the Special Use Permit by failing to protect lands owned by the United States from damage, and by failing to indemnify the United States

for the losses it incurred as a result of the Woodenshoe Fire.

24. The United States suffered damage as a result of these breaches, including the payment of \$1,105,904.60 in suppression costs for which it has not been indemnified.

### **Count III: Trespass**

25. The United States re-asserts all allegations previously made.
26. As described above, Wilderness Quest negligently ignited a wildfire during the course of its business activities that invaded lands owned by the United States.
27. This fire burned lands owned by the United States, resulting in damage to the United States, including \$1,105,904.60 in suppression costs.

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### **Request for Relief**

WHEREFORE, the United States, requests that judgment be entered in its favor and against Wilderness Quest as follows:

- a. Damages for suppression costs of at least \$1,105,904.60;
- b. Interest and penalties pursuant to 31 U.S.C. § 3717 and 4 C.F.R. § 102.13;
- c. Post-judgment interest at the statutory rate;
- d. Pursuant to 28 U.S.C. § 2412(b), the United States requests an award of costs and attorneys' fees; and
- e. Such further relief as this Court deems just and equitable.

Dated this 26th day of June, 2009.

BRETT L. TOLMAN,  
United States Attorney

/s/ Tyler L. Murray \_\_\_\_\_  
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