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IN THE BOUNTIFUL JUDICIAL DISTRICT COURT
COUNTY OF DAVIS, STATE OF UTAH

JOSEPH KENNEFICK and HILLARY
WHITCOMB, Individually, and as Personal
Representatives of the Estate of JOSEPH
HUNTER KENNEFICK,

Plaintiffs

v.

LIFELINE FOR YOUTH,
LIFELINE BEHAVIORAL HEALTH, LLC,
LIFE-LINE, INC.,
JANE DOE X,
JOHN DOE Y, and
JOHN DOES 1-10,

Defendants.

COMPLAINT AND JURY DEMAND
(TIER 3)

Case No.:

Judge:

Plaintiffs, JOSEPH KENNEFICK (“Joe” or “Mr. Kennefick”), HILLARY WHITCOMB (“Hillary” or “Mrs. Whitcomb”), Individually and as Personal Representatives of the Estate of JOSEPH HUNTER KENNEFICK (“Hunter’s Estate”) and as Parents of JOSEPH HUNTER KENNEFICK (“Hunter” or “Hunter Kennefick”) (collectively, “Plaintiffs”), through their counsel,

complain against Defendants, LIFELINE FOR YOUTH, LIFELINE BEHAVIORAL HEALTH, LLC and LIFE-LINE, INC. (collectively “Lifeline”), JANE DOE X, JOHN DOE Y, and JOHN DOES 1-10 or collectively (“Defendants”) as follows:

PARTIES

1. Joe Kennefick is an individual residing in Orange County, California.
2. Hillary Whitcomb is an individual residing in Orange County, California; she has previously been known as Hillary Hunter and Hillary Kennefick.
3. Hunter’s Estate is or is being established with Joe and Hillary as Personal Representatives in Davis County, Utah.
4. Hunter Kennefick is Hillary and Joe’s son; he was born on October 19, 1996, in Utah, and died September 22, 2018, at 21 years old, leaving his 3 year old daughter, Isabella Makenzie Nelson (“Bella”) as his heir. This action is brought primarily on Bella’s behalf and for her benefit.
5. Lifeline for Youth is a Utah DBA corporation for Lifeline, Inc., with its principal place of business in North Salt Lake, Utah.
6. Lifeline Behavioral Health, LLC is a Utah Limited Liability Company with its principal place of business in North Salt Lake, Utah.
7. Life-Line, Inc. is a Utah Limited Corporation, DBA Lifeline for Youth, with a Kaysville, Utah address and, upon information and belief, its principal place of business in North Salt Lake, Utah.
8. Upon information and belief, Jane Doe X is or was an agent and/or employee of Lifeline and counselor to Hunter while he was a resident and/or outpatient client of Lifeline.

(Plaintiffs are gathering and analyzing additional records and information regarding all Doe Defendants in this matter).

9. Upon information and belief, John Doe Y is or was an agent and/or employee of Lifeline and counselor to Hunter while he was a resident and/or outpatient client of Lifeline.

10. Upon information and belief, John Does 1-10 are or were yet unknown or to be named entities and/or persons involved in the ownership, management, control, hiring, training and retention of Lifeline, its agents, employees, parent companies, affiliates and related persons or entities involved in the matters at issue.

JURISDICTION AND VENUE

11. The negligent and/or intentional acts and omissions of Defendants, complained of herein, occurred at the Lifeline facility at or about 1130 West Center Street, North Salt Lake, Utah, in Davis County, and/or in other locations within Davis County or nearby Utah counties and Lifeline's primary place of business is in Davis County, Utah. The contract at issue was entered into or was to be performed in Davis County, Utah. The causes of action for Hunter's Estate survive his death. Jurisdiction and venue are properly in this Court under Utah Code Ann. §§ 78A, 5-102, 78B-3-205, 78 B-3-106, 78B-3-307(3), 78B-3-107, and other applicable sections.

GENERAL ALLEGATIONS

12. In or about February 2011, Joe and Hillary verbally and in written form, entered into an agreement with Lifeline wherein Lifeline agreed to provide residential care, treatment, counseling, rehabilitation and other services for Hunter relative to Hunter's anxiety and depression, behavior issues, anger, drug use and other issues (the "Contract" or "Agreement"); Plaintiffs are in process of locating a copy of the written version of the Agreement.

13. Under the Agreement, Lifeline, and, upon information and belief, Doe Defendant(s) promised and agreed verbally and/or in writing, to provide treatment and therapy to help keep Hunter safe, to help him recover from drug use and abuse.

14. Hunter began full time residential treatment at Lifeline in Davis County, Utah, on or about February 15, 2011, on his own determination and with the encouragement and support of his parents, where he lived for a number of subsequent months.

15. Hunter initially disliked staying at Lifeline but after staying there for several months, Hunter made progress at Lifeline in recovering from drug use and abuse and other issues; including revelation of prior childhood trauma he had suffered that was unknown to his parents at the time.

16. In or about July, August, September or October, 2011, while under Lifeline's care and before his discharge from Lifeline, Jane Doe X and John Doe Y and possibly other Doe Defendants who were in a position of authority, leadership, and care-giving for Hunter, took Hunter and other youths who were or had been in treatment at Lifeline out and "partied" with them, supplying Hunter and the other youths with alcohol and drugs and encouraging them to use the alcohol and drugs they supplied.

17. Under the direction and encouragement of Lifeline agents and/or employees, including, without limitation, Hunter's Lifeline counselors who had responsibility for and authority over Hunter and other Lifeline clients, Hunter used drugs and alcohol while outside the Lifeline facilities (the "Lifeline Partying").

18. At the time of the Lifeline Partying, Hunter was only 13 or 14 years old.

19. Hunter reported the Lifeline Partying to his grandparents when they were called by police to pick him up after Jane Doe X and John Doe Y and possibly other Doe Defendants were stopped and/or ticketed and/or arrested by police for driving under the influence and/or other drug/alcohol related offenses.

20. Hunter felt significant confusion, conflict, shame and a great sense of failure from the Lifeline Partying; he kept knowledge of the incident from his parents for a time.

21. In reliance upon the Agreement, Hunter's parents and grandparents continued to pay for his care and treatment at Lifeline, at significant cost and personal sacrifice, including the sale of valuable possessions to fund Hunter's care.

22. Upon information and belief, Lifeline and Doe Defendants, its directors, officers, managers, members, owners and/or parent companies knew or should have known that its agents and/or employees, including Jane Doe X and John Doe Y and possibly other Doe Defendants had engaged or would engage in the acts and omissions of the Lifeline Partying.

23. Lifeline and Doe Defendants, its directors, officers, managers, members, owners and/or parent companies failed in hiring, training, and retaining its agents and/or employees, including Jane Doe X and John Doe Y and possibly other Doe Defendants that engaged in the acts and omissions of the Lifeline Partying.

24. Hunter eventually reported the Lifeline Partying to his parents and to other therapists, including, without limitation, on or about August 27, 2013 to a counselor at Venture Psychological Services.

25. Hunter told Hillary and Joe at various times that he was betrayed by Lifeline; that he had willingly and voluntarily checked into Lifeline, had stayed there when he didn't want to

stay, had worked to be successful at becoming clean and dealing with emotional issues that triggered his drug use, and that he had achieved significant success in overcoming drug use and abuse until his Lifeline counselors initiated the Lifeline Partying. Hunter reported that it felt all he had worked to achieve at Lifeline had been destroyed by Lifeline in that evening.

26. Soon after the Lifeline Partying, Hunter checked out of the Lifeline program.

27. Lifeline was Hunter's first significant treatment program for drug and alcohol use and abuse.

28. Lifeline was Hunter's longest-term treatment for drug and alcohol abuse.

29. Lifeline established a pattern for Hunter of providing him care, help, counseling, treatment, and other services, then betraying him by providing him with the very substances he was trying to beat and encouraging him to use again, while partying with his counselors.

30. Lifeline established in Hunter's young, impressionable and developing mind that regardless of his seeking and receiving help from Lifeline, even his help, his "Lifeline" could and would let him down and relapse was inevitable.

31. Hunter reported to Hillary and Joe that the Lifeline Partying experience made him feel like he was always stuck in a hopeless cycle of treatment and relapse.

32. Hunter continued to seek treatment and help after he left Lifeline, and he continued to relapse.

33. Later, Hunter was contacted by Lifeline, inquiring about his interest in working there as a counselor. Hunter told Hillary and Joe that Lifeline would pay him \$40,000 per year to work there.

34. At this time, Hunter had a young daughter, Bella, and felt that an opportunity to work at Lifeline could provide him with steady employment, and a way to better provide for Bella.

35. Hunter reported, however, that he felt he could not be part of the betrayal and hypocrisy he experienced at Lifeline and he could not betray those seeking treatment as he had been betrayed by Lifeline.

36. In the months before his death, Hunter was staying clean and steadily employed; he was doing well and reported he was happy to Hillary and Joe; he was supportive and helpful to Bella.

37. As of the time of the filing of this matter, Hunter's cause of death remains unknown; he died overnight in his sleep.

38. Lifeline, by and through its agents and/or employees, including, without limitation, Defendants Jane Doe X, John Doe Y, and other Doe Defendants, breached the Agreement, negligently or intentionally caused Hunter significant emotional and psychological damage, caused or contributed to his ultimate death, and violated the community's standards of decency and shocked the conscience of the community by causing and/or allowing the Lifetime Partying.

FIRST CAUSE OF ACTION
(BREACH OF CONTRACT--WITH JOE AND HILLARY)

39. Plaintiffs Joe and Hillary hereby incorporate by reference paragraphs 1 through 38 above.

40. Defendants breached the Agreement with Joe and Hillary by, through the actions and omissions of their agents and/or employees, Jane Doe X and John Doe Y, and other Doe Defendants, causing and/or allowing and fostering the Lifeline Partying, in direct contradiction of

the Agreement to provide care, safety, treatment, counseling and other services for Hunter to help him get clean and be able to better resist alcohol and drug use without any valid or justified basis under the Agreement or under the law.

41. Defendants' conduct described herein was willful and malicious and/or manifested a knowing and reckless indifference toward and disregard of Joe and Hillary's rights under the Agreement and otherwise.

42. As a result of the breaches described above, Plaintiffs Joe and Hillary have been damaged in amounts to be determined at trial, as more specifically prayed for hereafter.

SECOND CAUSE OF ACTION
(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND
FAIR DEALING-- JOE AND HILLARY)

43. Plaintiffs Joe and Hillary hereby incorporate by reference paragraphs 1 through 42 above.

44. The Agreement is subject to the implied covenant of good faith and fair dealing requiring each party to deal fairly and honestly with each other and act in a manner faithful to the purpose of the Agreement and justified expectations of the other party.

45. Plaintiffs Joe and Hillary had reasonable and valid expectations, pursuant to the Agreement with Lifeline that Defendants would do all things reasonably necessary and cooperate with Plaintiffs Joe and Hillary to facilitate the respective parties' obligations under the Agreement.

46. Defendants have engaged in a pattern of behavior that contravened the intention and spirit of the agreements and the justifiable expectations of Plaintiffs Joe and Hillary and have acted intentionally and in bad faith as alleged herein to the detriment of Plaintiffs' rights under the

Agreement and as a direct and proximate result, Plaintiffs have incurred and continue to incur damages in amounts to be determined at trial, as more specifically prayed for hereafter.

47. Defendants' conduct described herein was willful and malicious and/or manifested a knowing and reckless indifference toward and disregard of Plaintiffs' Joe's and Hillary's rights.

THIRD CAUSE OF ACTION
(FRAUDULENT INDUCEMENT-- JOE AND HILLARY)

48. Plaintiffs Joe and Hillary hereby incorporate by reference paragraphs 1 through 47 above.

49. Neither at the time it entered the Agreement with Plaintiffs Joe and Hillary nor at any time thereafter, did Defendants inform or advise Joe and Hillary of the facts stated in paragraphs 22 and 23, above.

50. At the time the Agreement was entered, Defendants made the false representations and omissions alleged in paragraphs 12 and 13 to Plaintiffs Joe and Hillary to enter into the Agreement.

51. Plaintiffs Joe and Hillary acted in reasonable reliance on the representations of Defendants alleged in paragraph 12 and 13 in entering into the Agreement with Lifeline for themselves and Hunter.

52. Plaintiffs Joe and Hillary acted without knowledge of the falsity of the representations of Defendants alleged in paragraph 12 and 13 in entering into the Agreement for themselves and Hunter.

53. The representations of Defendants alleged in paragraphs 12 and 13 and the omissions of Defendants in failing to disclose the information alleged in paragraphs 22 and 23 above, were material to Joe's and Hillary's decision to enter into the Agreement with Lifeline.

54. Joe and Hillary, in entering the Agreement for themselves and Hunter, justifiably relied upon the false representations and omissions made to them as alleged in paragraphs 12 and 13, were induced to enter the Agreement thereby, and entered the Agreement which Defendants breached, which caused substantial damage to themselves and Hunter apart from and in addition to their contractual damages as prayed for hereafter and to be proved at trial.

55. Lifeline and Doe Defendants' conduct and omissions described herein were willful and malicious and/or manifested a knowing and reckless indifference toward and disregard of Plaintiffs' rights.

FOURTH CAUSE OF ACTION
(NEGLIGENT MISREPRESENTATION-- JOE AND HILLARY)

56. Plaintiffs Joe and Hillary hereby incorporate by reference paragraphs 1 through 55 above.

57. Neither at the time Defendants entered the Agreement with Joe and Hillary nor at any time thereafter, did Defendants inform or advise Joe and Hillary of the facts stated in paragraphs 22 and 23 above.

58. At the time the Agreement was entered, Defendants negligently made the false representations and omissions alleged in paragraphs 12 and 13 to Joe and Hillary to induce Joe and Hillary to enter into the Agreement without regard to their truth or falsity.

59. Joe and Hillary acted in reasonable reliance on the representations of Defendants alleged in paragraphs 12 and 13 in entering into the Agreement for themselves and Hunter.

60. Joe and Hillary acted without knowledge of the falsity of the representations of Defendants alleged in paragraphs 12 and 13 in entering into the Agreement for themselves and Hunter.

61. The representations of Defendants alleged in paragraphs 12 and 13 and the omissions of Defendants alleged in paragraphs 22 and 23 above, were material to Joe's and Hillary's decision to enter into the Agreement.

62. Defendants had a duty of reasonable care or competence to Joe and Hillary in obtaining and communicating the information to Joe and Hillary as alleged in paragraphs 12 and 13 and in failing to communicate the information omitted as alleged in paragraphs 22 and 23 apart from any duties they had to Plaintiffs under the Agreement or otherwise.

63. Defendants' conduct and omissions described herein were negligent and/or willful and malicious and/or manifested a knowing and reckless indifference toward and disregard of Plaintiffs' rights.

64. Defendants breached their duty of reasonable care or competence to Joe and Hillary in obtaining and communicating the information to Joe and Hillary as alleged in paragraphs 12 and 13 and in failing to communicate the information omitted as alleged in paragraph 22 and 23.

65. Joe and Hillary, in entering the Agreement for themselves and Hunter, relied upon the false representations and omissions made to them as alleged in paragraphs 12 and 13 and 22 and 23, and were induced to enter the Agreement thereby, and entered the Agreement which

Defendants breached, which caused substantial damage to Joe and Hillary and Hunter apart from and in addition to their contractual damages as prayed for hereafter and to be proved at trial.

FIFTH CAUSE OF ACTION
(FRAUDULENT NON-DISCLOSURE-- JOE AND HILLARY)

66. Plaintiffs Joe and Hillary hereby incorporate by reference paragraphs 1 through 65 above.

67. Because of their relationship as contracting parties, where Plaintiffs Joe and Hillary were unaware and misinformed by Defendants as to facts basic and essential to the substance of what was bargained for in entry of the Agreement, as outlined herein, Defendants had a duty to disclose those and other important facts to Joe and Hillary, including, without limitation, those facts noted in Paragraphs 22 and 23.

68. Even if all of the representations or omissions Defendants made to Plaintiffs Joe and Hillary as part of the bargaining to engage Joe and Hillary to enter into the Agreement were true, which Joe and Hillary do not acknowledge, Defendants knew or should have known at some time prior to terminating the Agreement that their representations noted in Paragraphs 12 and 13 were untrue or misleading and had a duty to disclose those facts to Plaintiffs Joe and Hillary.

69. Defendants knew the important facts pertinent to entering the Agreement and otherwise as described in Paragraphs 22 and 23 that they failed to disclose to Joe and Hillary.

70. Joe and Hillary did not know the important facts described in Paragraphs 22 and 23 that Defendants failed to disclose to them.

71. Defendants' conduct and omissions described herein were willful and malicious and/or manifested a knowing and reckless indifference toward and disregard of Plaintiffs' rights.

72. Defendants' failure to disclose the facts described in Paragraphs 22 and 23 was a substantial factor in causing damages to Plaintiffs.

73. Joe and Hillary acted without knowledge of the falsity of the representations of Defendants alleged in paragraphs 12 and 13 in entering into the Agreement for themselves and Hunter.

SIXTH CAUSE OF ACTION
(NEGLIGENT NON-DISCLOSURE-- JOE AND HILLARY)

74. Plaintiffs Joe and Hillary hereby incorporate by reference paragraphs 1 through 73 above.

75. Because of their relationship as contracting parties, where Plaintiffs were unaware and misinformed by Defendants as to facts basic and essential to the substance of what was bargained for in entry of the Agreement, as outlined herein, Defendants had a duty to disclose those and other important facts to Joe and Hillary, including, without limitation, those facts noted in Paragraphs 22 and 23.

76. Even if all of the representations or omissions Defendants made to Plaintiffs as part of the bargaining to engage Plaintiffs to enter into the Agreement were true, which Plaintiffs do not acknowledge, Defendants' knew at some time prior to terminating the Agreement that their representations noted in Paragraphs 12 and 13 and omissions noted in Paragraphs 22 and 23 were untrue or misleading and had a duty to disclose those facts to Plaintiffs Joe and Hillary.

77. Defendants knew the important facts pertinent to entering the Agreement and otherwise as described in Paragraphs 22 and 23 that they failed to disclose those facts to Joe and Hillary.

78. Joe and Hillary did not know the important facts described in Paragraphs 22 and 23 that Defendants failed to disclose to him.

79. Defendants' conduct and omissions described herein were negligent and/or willful and malicious and/or manifested a knowing and reckless indifference toward and disregard of Plaintiffs' rights.

80. Defendants' failure to disclose the facts described in Paragraphs 22 and 23 was a substantial factor in causing damages to Plaintiffs.

SEVENTH CAUSE OF ACTION
(INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS—ALL PLAINTIFFS)

81. Plaintiffs hereby incorporate by reference paragraphs 1 through 80 above.

82. In light of Defendants' knowledge of Plaintiffs' reliance on the Agreement and Defendants' false inducements to enter into the Agreement, Defendants intended to cause, or acted in reckless disregard of the likelihood of causing, emotional distress to Plaintiffs.

83. Defendants' conduct, as alleged herein and otherwise, induced Plaintiffs to check Hunter into the Lifeline facility for months of expensive treatment, therapy, and other care to help him overcome drug and alcohol abuse, only to have Defendants cause and encourage Hunter to further abuse drugs and alcohol after substantial treatment and recovery, while Hunter was under the care, direction and supervision of Defendants and when Hunter was only 14 or 15 years old; causing a harmful pattern of treatment and relapse leading to many more years of that pattern and Hunter's death.

84. Said conduct was intentional, and, upon information and belief, motivated by Defendants' corporate profit, or for the benefit of its decision making employees and agents, when

Defendants omitted to disclose to Plaintiffs the facts alleged in paragraphs 22 and 23 and continued to seek and take payment for Hunter's (mis)treatment by Lifeline; Defendants' conduct was further exacerbated by communicating a job offer to Hunter, triggering again Lifeline's betrayal and Hunter's sense of inevitable failure during treatment that was supposed to help him, to Plaintiffs' significant detriment.

85. Defendants' conduct was so outrageous and intolerable as to offend generally accepted standards of decency and morality, such that Defendants knew they would cause Plaintiffs emotional distress.

86. Plaintiffs have suffered severe emotional distress proximately caused by Defendants' conduct as alleged herein

EIGHTH CAUSE OF ACTION
(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS—HUNTER'S ESTATE)

87. Plaintiff Hunter's Estate hereby incorporates by reference paragraphs 1 through 86 above.

88. In light of Defendants' knowledge of Plaintiffs' reliance on the Agreement and Defendants' false inducements to enter into the Agreement, Defendants acted negligently in causing and/or allowing the Lifeline Partying and breaching the Agreement in such an egregious manner while Plaintiffs fulfilled their obligations under the Agreement.

89. Defendants' conduct, as alleged herein, caused Hunter, and by survival, Hunter's Estate, to suffer severe emotional distress, including, but not limited to, symptoms of depression, anxiety, hopelessness, suicidality, and substance abuse for which Hunter sought and received significant ongoing medical treatment and medication.

90. Defendants knew or should have known that their conduct, as alleged herein, would cause reasonable persons, like Hunter to suffer severe emotional distress as alleged herein.

NINTH CAUSE OF ACTION

(NEGLIGENT HIRING-ALL PLAINTIFFS)

91. Plaintiffs hereby incorporates by reference paragraphs 1 through 90 above.

92. Defendants Lifeline and Doe Defendants had a duty to Plaintiffs to act reasonably to hire counselors and other staff who would meet the needs and expectations and promises of Lifeline's Agreement with Plaintiffs and other similar persons, such that Hunter and others entrusted to the care of Lifeline would be treated, cared for and receive appropriate therapy rather than the mistreatment Hunter received as described herein relative to the Lifeline Partyng.

93. Defendants breached their duties to Plaintiffs described in the previous paragraph and otherwise in failing to hire qualified counselors and other staff members such that Lifeline negligently hired counselors, including, without limitation, Jane Doe X and John Doe Y and other Doe Defendants, that initiated and engaged in the Lifeline Partyng as alleged herein, when Lifeline knew or should have known that those counselors would act in that manner.

94. Plaintiffs' damages alleged and prayed for herein were proximately caused by Defendants' breach of their duties alleged in the previous two paragraphs and Plaintiffs were damaged thereby as alleged and prayed for herein.

TENTH CAUSE OF ACTION

(NEGLIGENT TRAINING-ALL PLAINTIFFS)

95. Plaintiffs hereby incorporates by reference paragraphs 1 through 94 above.

96. Defendants Lifeline and Doe Defendants had a duty to Plaintiffs to act reasonably to train counselors and other staff and enact and enforce policies and procedures to meet the needs and expectations and promises of Lifeline's Agreement with Plaintiffs and other similar persons, such that Hunter and others entrusted to the care of Lifeline would be treated, cared for and receive appropriate therapy rather than the mistreatment Hunter received as described herein relative to the Lifeline Partying.

97. Defendants breached their duties to Plaintiffs described in the previous paragraph and otherwise in failing to train counselors and other staff members such that Lifeline negligently failed to enact and enforce adequate and appropriate policies and procedures and negligently trained counselors, including, without limitation, Jane Doe X and John Doe Y and other Doe Defendants, such that they initiated and engaged in the Lifeline Partying as alleged herein when Lifeline knew or should have known that those counselors would act in that manner.

98. Plaintiffs' damages alleged and prayed for herein were proximately caused by Defendants' breach of their duties alleged in the previous two paragraphs and Plaintiffs were damaged thereby as alleged and prayed for herein.

ELEVENTH CAUSE OF ACTION
(NEGLIGENT RETENTION-ALL PLAINTIFFS)

99. Plaintiffs hereby incorporates by reference paragraphs 1 through 98 above.

100. Defendants Lifeline and Doe Defendants had a duty to Plaintiffs to act reasonably to retain only counselors and other staff who would meet the needs and expectations and promises of Lifeline's Agreement with Plaintiffs and other similar persons, such that Hunter and others entrusted to the care of Lifeline would be treated, cared for and receive appropriate therapy rather than the mistreatment Hunter received as described herein relative to the Lifeline Party.

101. Defendants breached their duties to Plaintiffs described in the previous paragraph and otherwise in failing to retain only qualified counselors and other staff members such that Lifeline negligently retained counselors, including, without limitation, Jane Doe X and John Doe Y and other Doe Defendants, that initiated and engaged in the Lifeline Party as alleged herein when Lifeline knew or should have known that those counselors would act in that manner.

102. Plaintiffs' damages alleged and prayed for herein were proximately caused by Defendants' breach of their duties alleged in the previous two paragraphs and Plaintiffs were damaged thereby as alleged and prayed for herein.

TWELFTH CAUSE OF ACTION
(LOSS OF COMPANIONSHIP, GUIDANCE AND SUPPORT—HUNTER'S ESTATE)

103. Plaintiff Hunter's Estate hereby incorporates by reference paragraphs 1 through 102 above.

104. Defendants' conduct and omissions, as alleged herein have caused Hunter's

daughter, Bella, to lose the opportunity to enjoy Hunter's fatherly companionship, guidance, and emotional, financial and physical support and other lost opportunities related to Hunter's cycle of treatment and relapse following his experience with Lifeline and his early and untimely death at age 21.

THIRTEENTH CAUSE OF ACTION
(WRONGFUL DEATH—HUNTER'S ESTATE)

105. Plaintiff Hunter's Estate hereby incorporates by reference paragraphs 1 through 104 above.

106. Defendants' conduct and omissions, as alleged herein proximately caused Hunter to enter a cycle of drug and alcohol treatment and relapse following his experience with Lifeline and then his early and untimely death at age 21.

JURY DEMAND

107. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

A. Judgment against the Defendants for general and consequential damages on all causes of action for, among other losses, physical, mental, psychological and emotional pain and suffering and loss of a normal life for Hunter after his months-long interaction with and mistreatment by Lifeline and other Defendants, Hunter's wrongful death, Bella's loss of love, affection, guidance and support of her father, Hunter, Joe and Hillary's loss of their son and emotional losses and damage and contractual losses due to Defendants'

breaches of the Agreement and other losses and damages incurred by Plaintiffs in amounts to be determined at trial.

- B. For punitive damages in an amount to be determined at trial.
- C. For pre-judgment and post-judgment interest, as provided by Utah Law.
- D. Attorney's fees and costs.
- E. Any other relief this Honorable Court deems just and proper.

DATED this 19 day of October, 2018.

AARON JENSEN LAW OFFICE

/s/ J.Aaron Jensen

J. Aaron Jensen

Attorney for Plaintiffs