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**FOURTH JUDICIAL DISTRICT COURT OF WASATCH COUNTY  
STATE OF UTAH**

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|---|---|----------------------|
| <b>ALEC WRIGHT</b> , an individual, and             | ) |                      |
| <b>TARYN WRIGHT</b> , an individual,                | ) | <b>COMPLAINT</b>     |
|   | ) |                      |
| Plaintiffs,   | ) |                      |
|   | ) | Case No. _____       |
| v.  | ) |                      |
|   | ) | Judge _____          |
| <b>KOURI RICHINS</b> , an individual, and <b>K.</b> | ) |                      |
| <b>RICHINS REALTY, LLC</b> , a Utah limited         | ) |                      |
| liability company,                                  | ) |                      |
|   | ) |                      |
| Defendants.   | ) |                      |
|   | ) |                      |
|   | ) |                      |
|   | ) | Tier III             |
|   | ) |                      |
|   | ) | <b>JURY DEMANDED</b> |
|   | ) |                      |

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Alec Wright and Taryn Wright (“Plaintiffs”) through their counsel of record complain against Kouri Richins and K. Richins Realty. LLC (“Defendants” collectively herein), alleging as follows:

## **PARTIES, JURISDICTION AND VENUE**

1. Kouri Richins is an individual residing in Summit County, Utah and the sole member, managing member and principal of K. Richins Realty, LLC.
2. K. Richins Realty, LLC is a Utah limited liability company organized on or about April 26, 2019. Kouri Richins is its principal and sole member. She is a real estate agent licensed in Utah and has been since before 2020.
3. Alec Wright is an individual residing in a one-story 1,965 square foot single-family residence with a basement (the “Residence” herein) located at 550 East 550 North, Heber, City, Wasatch County, Utah 84032 (the “Property” herein). Alec Wright is the husband of the plaintiff Taryn Wright.
4. Taryn Wright is an individual residing at the Property and is the wife of the plaintiff Alec Wright.
5. Plaintiffs are the biological and legal parents of three (3) minor children: “ESW,” “LSW” and “AWW.”
6. Plaintiffs are the joint legal and equitable owners of the Property.
7. Plaintiffs purchased the Property from Defendants in January 2020 pursuant to a Real Estate Purchase Contract (“REPC” herein) that the parties signed in December 2019 and that incorporated a sworn Seller’s Property Condition Disclosure dated October 17, 2019. This case seeks to enforce Plaintiffs’ interest in the Property under the REPC.
8. This court has jurisdiction over the parties and ca uses of action set forth herein pursuant to Utah Code Ann. § 78A-5-102. Venue is proper in this court pursuant to Utah Code Ann. §§ 78B-3-301(1), 78B-3-304(1) and 78B-3-307(1).

## GENERAL ALLEGATIONS

9. Before 2019, Val Maynard was the legal owner of the Property.
10. In 2019, Val Maynard sold the Property to Defendants Kouri Richins individually and/or K. Richins Realty, LLC.
11. Defendants were the legal and equitable owners of the Property from 2019 until they sold it to Plaintiffs in January 2020.
12. Defendants listed the Property for sale before October 17, 2019.
13. On or about October 17, 2019, a Seller's Property Condition Disclosure ("Property Disclosure" herein) specific to the Property was made with Defendant "K. Richins Realty" listed as "Seller" and that Defendant Kouri Richins signed. The Property Disclosure listed "Elite Choice Real Estate" as Seller's Brokerage and as the "Company" referred to therein.
14. Defendant Kouri Richins' signature to the Property Disclosure was verified.
15. Defendant Kouri Richins' verified signature to the Property Disclosure was not made in a designated representative capacity for Defendant K. Richins Real Estate or any other entity. Defendant Kouri Richins accordingly by default and under Utah law signed the Property Disclosure individually and under oath.
16. The Property Disclosure stated (upper case lettering in original; emphases supplied):  
  
**SELLER IS OBLIGATED UNDER LAW, REGARDLESS OF OCCUPANCY, TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY AND FACTS KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE USE AND VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements. Please **thoroughly disclose your actual knowledge regarding the condition of the Property. The Company, other real estate agents and buyers will rely on this disclosure form.****

\* \* \* \* \*

**Please be specific when describing any past or present problems, malfunctions or Defects (location, nature of problem, etc.). Use an additional addendum if necessary.**

17. Defendants in response to the Property Disclosure's question "How long has the Seller owned the Property?" represented "2 months."

18. Defendants in response to the Property Disclosure's questions "[H]ave you remodeled, made any room additions, made structural modifications or other alterations or improvements to the Property?" and "If 'Yes,' please describe, to your knowledge, the nature of any such remodel/alteration work" represented "county approved and licensed contractors. Given at possession."

19. Defendants in response to the Property Disclosure's questions "Are you aware of any past or present leaks in the roof?" and "If 'Yes,' please describe, to your knowledge, the nature and location of any past or present leaks" represented "No."

20. Defendants in response to the Property Disclosure's questions "Other than leaks, are you aware of any past or present problems or defects with the roof, for example, structural issues, dry rot, moisture and/or ice damage, etc?" and "If 'Yes,' please describe, to your knowledge, the nature and location of any past or present defects in the roof" represented "No."

21. Defendants in response to the Property Disclosure's questions "Has all or any portion of the roof been repaired or replaced during your ownership?" and "If 'Yes,' please describe, to your knowledge, the nature of any roof repairs or replacements" represented "Yes" but did not provide any description of any roof repairs or replacements.

22. Defendants in response to the Property Disclosure's questions "Has all or any portion of the roof been repaired or replaced during your ownership?" and "If 'Yes,' please

describe, to your knowledge, the nature of any roof repairs or replacements” represented “Yes” but did not provide any description of any roof repairs or replacements.

23. Defendants in response to the Property Disclosure’s questions “To your knowledge, are there any written warranties presently in place for the roof?” and “If ‘Yes,’ please attach copies of any warranties in your possession” represented “Yes” but did not provide any copy of any roof warranty. They instead wrote “Given at possession *{sic}*.”

24. Defendants in response to the Property Disclosure’s questions “With the exception of any occasional mold and mildew accumulating in bathroom shower, tub and sink area, are you aware of any past or present mold on walls ceilings, floors, or any other interior portion of the Property?” and “If ‘Yes,’ please describe, to your knowledge, the nature and location of any such mold” represented “No.”

25. Defendants in response to the Property Disclosure’s questions “Have you had the Property inspected for the existence of any mold?” and “If ‘Yes,’ please describe, to your knowledge, the results of the inspection, and attach copies of any inspection records in your possession” represented “No.”

26. Defendants in response to the Property Disclosure’s questions “In reference to the basement and/or crawlspace, are you aware of any past or present water leakage, water accumulation or dampness?” and “If ‘Yes,’ please describe, to your knowledge, the nature of any such water leakage, accumulation or dampness” represented “No.”

27. Defendants in response to the Property Disclosure’s questions “Are you aware of any past or present water or moisture-related damage caused by: flooding; lot drainage; moisture seepage or condensation; leakage; sewer overflow/backup; leaking or broken pipes; pipe fittings; or plumbing fixtures; or leaking appliances, fixtures, or equipment?” and “If ‘Yes,’ please

describe, to your knowledge, the nature and location of any such water or moisture-related damage” represented “No.”

28. Defendants in response to the Property Disclosure’s request to “Please describe, to your knowledge, any attempts to repair any moisture-related damage and/or prevent any recurrence of water and moisture-related problems to the Property” responded “No.”

29. Defendants in response to the Property Disclosure’s questions “With the exception of methamphetamines . . . are you aware of any past or present hazardous conditions, substances, or materials on the Property . . . ?” and “If ‘Yes,’ please describe, to your knowledge, the nature of any such hazardous conditions” represented “No.”

30. Defendants represented through their verified Property Disclosure that they prepared it and the information contained therein was accurate and complete to the best of their actual knowledge on the date they signed it. Defendants further represented through their verified Property Disclosure that they understood and agreed to update the Property Disclosure if any of that information became inaccurate or incorrect in any way.

31. In December 2019 Plaintiffs and Defendants signed the REPC.

32. The REPC listed Plaintiffs as the Property’s Buyers and Defendant K. Richins Realty as its Seller.

33. Defendant Kouri Richins’ signed the REPC.

34. Defendant Kouri Richins’ signature to the REPC was not made in a designated representative capacity for Defendant K. Richins Real Estate or any other entity. Defendant Kouri Richins accordingly signed the REPC individually.

35. The REPC specified as part of Plaintiffs’ due diligence their review and approval of the Property Disclosure “and any other tests, evaluations and verifications of the Property

deemed necessary or appropriate by Buyer, such as the physical condition of the Property, the existence of any hazardous substances, environmental issues or geologic conditions, the condition of the roof, walls, and foundation; [and] the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures . . . .”

36. Defendants as Seller under the REPC represented that they:

Acknowledge and agree that in reference to the physical condition of the Property, Seller agrees to (a) disclose to writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; [and] (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure . . . .

37. The REPC specifies that it and its addenda made the complete contract between Plaintiffs and Defendants concerning the Property and the REPC and its addenda could be modified only in writing signed by Plaintiffs and Defendants.

38. The REPC provided: “In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees . . . . This contract shall be governed by and construed by the laws of the state of Utah.”

39. Plaintiffs closed on their purchase of the Property in January 2020.

40. Defendants never provided Plaintiffs with the roof warranty that Defendants represented through the Property Disclosure and REPC would be provided upon delivering possession of the Property.

41. Defendants never provided Plaintiffs any permits or other documentation of any work that the “county approved and licensed contractors” that Defendants referenced in the Property Disclosure, despite Defendants’ representation that these materials would be “Given at possession *{sic}*.”

42. In January 2021, the main water line into the single-family residence on the Property started leaking from corroded copper piping under the stairs, flooding that area and a portion of front left basement bedroom. Plaintiffs paid third-party contractors who repaired and replaced the corroded piping.

43. During the spring of 2021, Plaintiffs noticed water accumulation on both floors of the Residence, particularly after rain.

44. In August 2021 Plaintiffs discovered mold growing out of the walls in a basement bedroom that their minor son occupied. Plaintiffs retained Peak Restoration, whose agents did not find any cracks in the foundation of the single-family residence on the Property where water would have entered.

45. In the fall of 2021 a licensed contractor removed some of the drywall in the flooded basement bedroom to investigate where water was coming into the Residence. Plaintiffs determined that water was leaking through new windows in the basement that had not been properly installed properly. Plaintiffs ordered new windows. Due to the COVID pandemic the windows were back ordered and Plaintiffs were not able to get them installed until February 2022.

46. In early March of 2022 the drywall in the basement bedroom in which Plaintiffs found mold was repaired and replaced. Plaintiffs' minor son began using that bedroom again.

47. After March of 2022 Plaintiffs again found mold growing from the walls of their minor son's same basement bedroom. The Residence also continued to take on water that manifested again through more water accumulations, particularly after rain.

48. Plaintiffs contacted Holliman Siding, figuring that the Residence's siding might be causing the water accumulations in the Residence that generally followed rain.



49. Agents of Holliman Siding visited the Property in late August 2022. They determined that the roof of the Residence was rotting on the sides, which in turn had caused the attached soffit and fascia to come apart along the roof's sides. Water entered the Residence through the compromised soffit and fascia, particularly during and after rain. Agents of Holliman Siding and Plaintiffs also found not fewer than three (3) holes in the roof itself through which water also entered the Residence and also particularly during and after rain.

50. After Plaintiffs identified the defects in the roof of the Residence and its attached soffit and fascia, Plaintiffs asked Defendants for the written roof warranty that Defendants represented under oath in their Property Disclosure would be delivered to Plaintiffs' upon them taking possession.

51. As of the date of this Complaint, neither Defendant has produced the written roof warranty or any other materials concerning the roof of the Residence. Neither Defendant has responded to Plaintiffs' repeated requests that Defendants provide the roof warranty whose existence they represented under oath and that they promised under oath to provide Plaintiffs.

52. Also in August 2022, agents of Precision Home Inspections in Salt Lake City visited the Property and took samples of the air inside the Residence.

53. Tests on the samples that agents of Precision Home Inspection took from the Residence confirm hazardous levels of aspergillus/penicillium in the southeast basement bedroom, basement bathroom and furnace room of the Residence.

54. Tests on the samples that agents of Precision Home Inspection took from the Residence confirm hazardous levels of arthrimum in the southeast basement bedroom, basement bathroom and furnace room of the Residence.

55. Tests on the samples that agents of Precision Home Inspection took from the Residence confirm hazardous levels of basidiospores in the southeast basement bedroom and basement bathroom of the Residence.

56. In September 2022, more samples of the dust that had settled lower in the Residence were taken. Tests on those samples confirm hazardous levels of aspergillus versicolor, aspergillus penicillioids and walleimia sebi inside the Residence.

57. Aspergillus/penicillium, arthrimum, basidiospores, aspergillus versicolor, aspergillus penicillioids and walleimia sebi are all species of toxic mold and/or its spores.

58. Aspergillus/penicillium, arthrimum, basidiospores, aspergillus versicolor, aspergillus penicillioids and walleimia sebi are toxic to humans.

58. Aspergillus/penicillium, arthrimum, basidiospores, aspergillus versicolor, aspergillus penicillioids and walleimia sebi damage or threaten damage to humans' respiratory, neurological and cardiological systems.

59. Mold and mold spores have spread throughout the Residence, pervading and/or settling on without limitation its drywall, structural wood framing, door and window frames, flooring, carpets, appliances, fixtures and furniture.

60. The mold and mold spores that pervade the Residence also pervade the air that that Plaintiffs and their minor children breathe, their clothing and their other personal property.

61. Plaintiffs and their minor children moved out of the Residence in August 2022.

62. Plaintiffs have incurred expenses for temporary lodging for themselves and their minor children, along with expenses for eating out when that temporary lodging impact their ability prepare meals, medical treatment spawned by contact with mold and mold spores and to replace infested and infected clothing and personal property.

63. A third test for mold levels in the Residence will be taken in December 2022.

64. Also in August 2022 and after Plaintiffs identified the defects in the roof, soffit and fascia and Defendants' repeated failures to respond to Plaintiffs' requests for the roof warranty, Plaintiffs contacted Val Maynard.

65. When Val Maynard sold the Property to Defendants, the downstairs plumbing of the Residence could not be used due to leaking and constant water damage. The spigot/faucet from the Residence to its back yard leaked water back into the Residence whenever it was used. This was a direct cause of the water accumulation in the basement of the Residence, particularly in the bedroom of Plaintiffs' minor son.

66. In approximately 2007 the tar and gravel roof of the Residence cracked down the center, allowing water to run down the center of the Residence and travel down its interior walls whenever it rained. Mr. Maynard eventually replaced the roof with a new membrane roof, which also the warranty referenced in Defendants' Property Disclosure.

67. Mr. Maynard fully disclosed to Defendants before they purchased the Property that i) the downstairs plumbing of the Residence could not be used due to leaking and constant water damage; ii) he spigot/faucet from the Residence to its back yard leaked water back into the Residence whenever it was used; and iii) this was a direct cause of the water accumulation in the basement of the Residence.

68. Mr. Maynard also fully disclosed to Defendants before they purchased the Property that i) in approximately 2007 the tar and gravel roof of the Residence cracked down the center, allowing water to run down the center of the Residence and travel down its interior walls whenever it rained; and ii) Mr. Maynard eventually replaced the roof with a new membrane roof, which also carried the warranty referenced in Defendants' Property Disclosure.

69. Water damage from the protracted intrusion and accumulation of water into the Residence through its roof have damaged the fundamental structural components of the Residence, including without limitation its wooden framing, door frames, window frames, flooring and drywall.

70. The protracted intrusion and accumulation of water into the Residence also allowed and caused the mold and mold spores that pervade the Residence drywall, structural wood framing, door and window frames, flooring, carpets, appliances, fixtures and furniture.

71. No “county approved” work was done to improve the Property while Defendants owned it, as referenced in their sworn Property Disclosure.

72.. No “licensed contractors” performed any work to improve the Property while Defendants owned it, as referenced in their sworn Property Disclosure.

73. Defendants did not secure or “pull” any permits for any work done to improve the Property while Defendants owned it.

### **FIRST CAUSE OF ACTION**

#### **Breach of Contract**

74. Plaintiffs incorporate and re-allege the allegations made in paragraphs 1 – 73.

75. The REPC is a valid and enforceable contract between Plaintiffs as the Property’s Buyer and Defendants as its Seller.

76. Defendants’ Property Disclosure made under oath is also valid and enforceable against Defendants.

77. The REPC incorporates Defendants’ Property Disclosure, which is turn part of the REPC and the bargain between the parties concerning the Property.

78. Defendants' representations in their sworn Property Disclosure and the REPC were material to the bargain concerning the Property that Defendants made with Plaintiffs.

79. Plaintiffs reasonably relied on Defendants' material misrepresentation that there were no defects in the Property's plumbing and pipes, which defects materially affect the Property and its value.

80. Plaintiffs reasonably relied on sworn Defendants' material failure to disclose the water accumulation within the Residence or its basement that materially affects the Property and its value.

81. Plaintiffs reasonably relied on sworn Defendants' material failure to disclose that the Property's defective plumbing and piping contributed to the water accumulation in the Residence and its basement.

82. Plaintiffs reasonably relied on Defendants' material failure to disclose that mold pervaded the Residence and/or its interior walls, the presence of which materially affects the Property or its value.

83. Plaintiffs reasonably relied on Defendants' material failure to disclose mold as a hazardous condition to the occupants of the Residence, including without limitation Plaintiffs and their minor children.

84. Plaintiffs reasonably relied on Defendants' material failure to the defects and deficient repairs to the roof of the Residence.

85. Plaintiffs reasonably relied on Defendants' material representations that i) there is/was a written warranty on the roof of the Residence; and ii) Defendants would provide it to Plaintiffs when they closed on the Property.

86. Plaintiffs reasonably relied on Defendants' material representations that i) "county approved and licensed contractors" had performed work improving the Property; ii) some documentation of said alleged work making said alleged improvements would be "Given at possession," per Defendants' sworn Property Disclosure; and iii) all permits from Heber City and/or Wasatch County to perform any work making any improvements to the Property were obtained or obtained or "pulled."

87. Defendants' sworn representations about the Property's condition and the defects set forth in ¶¶ 18 – 29 and 36 were material inducements to Plaintiffs entering into the REPC, their due diligence and closing on their purchase of the Property.

88. Defendants made their sworn representations and omissions about the Property's condition specifically to induce Plaintiffs to buy the Property in the condition that Defendants represented and misrepresented.

89. Plaintiff's reliance on Defendants' sworn representations in their sworn Property Disclosure was reasonable under the circumstances, including without limitation the "four corners" of the Property Disclosure and the REPC.

90. Defendants knew the truth about the Property's condition and the material defects that materially affect its value set forth in ¶¶ 18 – 29 and 36 when they made their sworn Property Disclosure and the REPC.

91. The material defects that materially affect the Property and its value set forth in ¶¶ 18 – 29 were latent, not patent. A buyer exercising ordinary prudence would not have discovered them, particularly given Defendants' sworn representations and omissions in their sworn Property Disclosure and REPC incorporating it.

92. Defendants made their sworn material representations and omissions concerning the Property's condition that materially affected its value to induce Plaintiffs to not further investigate the features of the Property covered by Defendants' sworn material representations and omissions.

93. Plaintiffs in reliance on Defendants' sworn material representations and omissions concerning the Property did not discover the latent defects described above that an ordinary buyer would not have discovered through ordinary diligence.

94. Plaintiffs' due diligence before closing on their purchase of the Property was reasonable under the circumstances, including without limitation Defendants' sworn material representations and omissions about the Property that materially affected its value.

95. Plaintiffs fully performed their obligations under their agreement with the Greenwood Firm and in their end of their attorney-client relationship with the Greenwood Firm, its lawyers who were Plaintiffs' counsel of record in the Underlying Case and the lawyer(s) responsible for supervising their work on it, including Attorney Greenwood.

96. Plaintiffs suffered monetary damages as a direct and proximate result of the breaches of the REPC and Defendants' sworn Property Disclosure that it incorporated. These damages include without limitation:

i) repairing or replacing the Residence's drywall, structural wood framing, door and window frames, flooring, carpets, appliances, fixtures and furniture;

ii) costs for temporary lodging for Plaintiffs and their minor children, along with expenses for eating out when that temporary lodging impacts their ability prepare meals, medical treatment spawned by contact with mold and mold spores and to replace infested and infected clothing and personal property;

iii) costs to replace appliances, fixtures, furniture, clothing, household articles and other personal property that he been infested with mold and/or mold spores;

iv) replacing the Residence and/or the Property at rates prevailing in the Heber City market in the event they cannot be made safe and habitable for Plaintiffs and their minor children;

v) costs incurred to have medical professional diagnose and treat Plaintiffs and their minor children for various maladies caused by their protracted exposure to the mold and mold spores in the Residence; and

vi) Plaintiffs' costs and attorney fees.

97. Plaintiffs are entitled to recover from Defendants these general, consequential and compensatory damages proximately caused by Defendants' material breaches of the REPC and their sworn Property Disclosure that it incorporated, including without limitation their costs and reasonable attorneys' fees as the prevailing parties to enforce the REPC, as per the REPC itself.

98. Plaintiffs are entitled to recover their damages jointly and severally from Defendant Kouri Richins.

99. Defendants are each other's *alter ego*. There is no division between Defendants and their assets, including without limitation the Property and Defendants' representations of being its Seller and the Seller's realtor. Defendants otherwise operate as one hybrid *alter ego* entity through Defendant K. Richins Realty and its bank accounts. Defendant K. Richins Realty does not observe corporate formalities or distinction between it and Defendant Kouri Richins. Defendants' assets, finances, representative authority to act for the other and daily operations are commingled and intertwined. It would be unjust and inequitable for Defendants to be further afforded the traditional distinctions between entity and principal that Defendants do not observe.



## SECOND CAUSE OF ACTION

### **Breach of Implied Covenant of Good Faith and Fair Dealing**

100. Plaintiffs incorporate and re-allege the allegations made in paragraphs 1 – 99.

101. The implied covenant of good faith and fair dealing is inherent in all contracts, including the REPC.

102. Defendants were obligated under the implied covenant of good faith and fair dealing to discharge their duties and perform their representation in good faith and in such a way as to avoid injuring Plaintiffs or impairing their ability to receive the benefits of the REPC.

103. Defendants had contractual obligations and obligations under the covenant of good faith and fair dealing implied to the REPC to, without limitation, disclose to Plaintiffs the material defects to the Property described in ¶¶ 18 – 29.

104. Defendants materially breached the covenant of good faith and fair dealing implied to the REPC by, without limitation, failing to disclose to Plaintiffs the material defects to the Property, as described in ¶¶ 18 – 29 and 36.

105. Defendants otherwise materially breached the covenant of good faith and fair dealing implied to the REPC through their material breaches of the REPC described above.

106. Plaintiffs suffered the damages set forth in ¶ 96 above as a direct and proximate result of the breaches of the REPC and Defendants' sworn Property Disclosure that it incorporated

107. Plaintiffs are entitled to recover from Defendants these general, compensatory and consequential damages proximately caused by Defendants' material breaches of the REPC and their sworn Property Disclosure that it incorporated.

### **THIRD CAUSE OF ACTION**

#### **Fraud**

108. Plaintiffs incorporate and re-allege the allegations made in paragraphs 1 – 107.

109. Defendants' sworn material misrepresentations and omissions described in ¶¶ 18 – 29 and 36 and otherwise above were about important facts affecting the Property, its value and its habitability.

110. Defendants made the sworn material misrepresentations and omissions described herein about important facts affecting the Property, its value and its habitability knowing that those misrepresentations and omissions were false and/or misleading.

111. In the alternative, Defendants made the sworn material misrepresentations and omissions described herein about important facts affecting the Property, its value and its habitability recklessly and without regard for its truth.

112. Defendants intended that Plaintiffs would rely on Defendants' sworn material misrepresentations and omissions and Plaintiffs reasonably relied on them.

113. Defendants' material sworn omissions concerning the Property, the work done to improve it while Defendants owned it and the documentation for/of any such work constitute Defendants' failure to disclose important material facts that i) Defendants knew; ii) but failed to disclose to Plaintiffs; and iii) of which Plaintiffs were not aware.

114. Defendants' failures to disclose and provide material information was a substantial factor in causing Plaintiffs to suffer monetary damages.

115. Plaintiffs suffered the damages set forth in ¶ 96 as a direct and proximate result of the breaches of their reasonable reliance on Defendants' sworn material misrepresentations and omissions about the Property.

116. Plaintiffs are entitled to recover from Defendants these general, compensatory and consequential damages proximately caused by Defendants' material breaches of the REPC and their sworn Property Disclosure that it incorporated.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

On their First, Second and Third Causes of Action, individually and/or collectively:

- A. Plaintiffs' general, compensatory and consequential damages set forth above in general and particularly in ¶ 96 in an amount to be proven at trial, but in no event not less than \$1,000,000.00;
- B. Pre-judgment interest on the foregoing awards as imposed under Utah law; and
- C. Such other relief in law and/or equity that the court or the jury award to Plaintiffs.

**TIER III DESIGNATION AND JURY DEMAND**

This is a Tier III case under *Utah Rule of Civil Procedure 26*, Plaintiffs seeking damages of over \$350,000. Plaintiffs exercise their right to a jury trial of this civil case and have paid the required jury fee along with the filing fee for this Complaint.

DATED November 15, 2022.

/s/ Mike Otto  
Attorney for Plaintiffs