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**IN THE THIRD JUDICIAL DISTRICT COURT**  
**SUMMIT COUNTY, STATE OF UTAH**

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<p>KATIE RICHINS-BENSON, personal representative of the Estate of Eric Richins and trustee of The Eric Richins Living Trust,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>KOURI RICHINS and K RICHINS REALTY, LLC,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;"><b>COMPLAINT</b></p> <p>Case No. _____</p> <p>Judge _____</p> <p style="text-align: center;">TIER 3</p>
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Katie Richins-Benson (“**Katie**”), in her capacity as personal representative of the Estate of Eric Richins (“**Estate**”) and trustee of The Eric Richins Living Trust (the “**Trust**”), hereby complains against Defendants Kouri Richins (“**Kouri**”) and K Richins Realty, LLC (“**KRR**”) and alleges as follows:

**DESCRIPTION OF THE PARTIES**

1. Katie is the personal representative (the “**Personal Representative**”) of the Estate and the trustee (the “**Trustee**”) of the Trust.

2. Kouri is an individual residing in Summit County, Utah and is the widow of Decedent Eric Richins (“*Eric*”).

3. KRR is a Utah Limited Liability Company with a principal place of business in Summit County Utah.

4. Upon information and belief, Kouri is KRR’s sole member.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over this matter pursuant to Utah Code Ann. § 78A-5-102.

6. Venue is proper in this Court pursuant to Utah Code Ann. § 78B-3-307.

7. This case falls under Tier 3 for discovery purposes under Utah Rule of Civil Procedure 26(c)(5), as Katie seeks monetary damages of more than \$300,000.00.

### **GENERAL ALLEGATIONS**

#### ***Formation of C&E, Eric’s House, and Eric’s Marriage to Kouri Richins***

8. In 2009, Eric and Cody Wright (“*Cody*”), formed C&E Stone Masonry, LLC (“*C&E*”), a business that specializes in professional stone work and exterior craftsmanship.

9. Eric and Cody were C&E’s only two members.

10. C&E is and was a successful and profitable business. As the years progressed, Eric’s income steadily increased, so much so that in the latter years of his life he would earn approximately \$1,000,000 in a single year through his work at and ownership of C&E.

11. In November 2012, Eric purchased a house located at 282 Willow Court, Francis, Utah (the “*House*” or “*Eric’s House*”).

12. Eric purchased the House with his own separate funds, and Kouri did not contribute any money toward the purchase.

13. Kouri nonetheless claims an ownership interest in Eric's House.

14. However, the House was Eric's sole property prior to the marriage and remained Eric's sole property throughout the marriage.

15. As set forth below, Eric transferred the House to the Trust on or about November 3, 2020.

16. Eric married Kouri on June 15, 2013.

17. Before they got married, Eric and Kouri entered into a Premarital Agreement dated June 15, 2013 (the "*Premarital Agreement*").

18. The Premarital Agreement provided, among other things, that Eric's interest in C&E was and would remain Eric's sole property unless he predeceased Kouri and owned the interest at his death, in which case Eric's interest would pass to Kouri.<sup>1</sup>

19. The Premarital Agreement further provided that Kouri "does not now have, possess, or claim any right or interest in [Eric's] present or future income, property, or assets," including without limitation all income Eric derived from C&E.

#### ***Kouri Has Financial Troubles and Steals from Eric***

20. Upon information and belief, starting as early as 2016 (and perhaps earlier), Kouri began having serious financial troubles.

21. Kouri formed KRR on April 26, 2019, in order to facilitate her business of buying and selling (flipping) houses.

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<sup>1</sup> The C&E Operating Agreement prohibited the transfer of any interest without Cody's consent.

22. Upon information and belief, Kouri began stealing money from Eric to help infuse KRR with money and to otherwise attempt to address her financial troubles.

23. Kouri hid from Eric the fact that she was stealing money from him.

24. Upon information belief, Kouri was taking money from Eric's bank accounts and running up debts on credit cards in Eric's name without Eric's knowledge.

25. By the end of 2021, KRR was approximately \$6,000,000 in debt, and KRR's bank account was overdrawn by approximately \$22,000.

26. During this period of time, Kouri routinely paid many thousands of dollars per day to service the debt, along with hundreds of dollars per day in overdraft fees.

27. At the end of February 2021, Kouri had numerous personal and business bank accounts, including accounts at First America Federal Credit Union, PenFed Credit Union, and Navy Fed Credit Union.

28. Historically, those accounts had insufficient funds to support either (i) the checks that Kouri wrote from them or (ii) the transactions that Kouri attempted to engage in.

29. As of February 2022, Kouri or her business owed at least \$1,800,000 to hard money lenders, and in the days prior to Eric's death, she had at least seven phone calls with one or more of those lenders.

***Eric Discovers Kouri Had Stolen Hundreds of Thousands of Dollars from Him***

30. In September 2020, Eric learned that Kouri had withdrawn hundreds of thousands of dollars from Eric's bank accounts.

31. Eric also learned that Kouri had wrongfully borrowed large amounts of money on Eric's credit cards.

32. Eric confronted Kouri about the stolen money and Kouri admitted she had taken the money.

33. The amount of money stolen from bank accounts is estimated to have been in excess of \$200,000 (the “*Stolen Bank Account Money*”).

34. The amount of money wrongfully charged on Eric’s credit cards is estimated to have been in excess of \$30,000 (the “*Fraudulent Credit Card Charges*”).

***Fraudulent Power of Attorney / Misuse of Power of Attorney / Fraudulent \$250,000 Loan***

35. Also in September 2020, shortly after Eric discovered the Stolen Bank Account Money and the Fraudulent Credit Card Charges, Eric discovered that Kouri had fraudulently borrowed \$250,000 using a forged Power of Attorney.

36. On or about May 8, 2013, Eric had executed that certain Durable Power of Attorney (the “*Power of Attorney*”), wherein Eric purportedly appointed Kouri to serve as his attorney-in-fact as to certain subjects.

37. As provided in the language of the Power of Attorney, Kouri was purportedly granted the authority to act for Eric in “only those activities that are initialed.”

38. Kouri forged Eric’s initials next to each activity listed in the Power of Attorney.

39. Upon information and belief, Kouri misrepresented to Eric the contents of the Power of Attorney and based on these misrepresentations, Eric unwittingly signed the Power of Attorney. Upon signing, Eric did not believe he was signing over such substantial rights as outlined in the Power of Attorney.

40. Although Eric's purported signature is found on page 9 of the Power of Attorney, and dated as May 8, 2013, the Power of Attorney was purportedly notarized five years later on May 8, 2018.

41. Upon information and belief, in or about March 2019, and without Eric's knowledge or consent, Kouri opened with TCF National Bank a revolving line of credit with an available credit limit of \$250,000 and then subsequently drew down the entire \$250,000 (the "*Fraudulent \$250,000 Loan*").

42. Upon information and belief, to obtain the Fraudulent \$250,000 Loan, Kouri provided the Power of Attorney to TCF National Bank and materially misrepresented that Eric had (i) signed and initialed the Power of Attorney and (ii) consented to her applying for and obtaining the Fraudulent \$250,000 Loan.

43. Upon information and belief, to obtain the Fraudulent \$250,000 Loan, Kouri intentionally used Eric's personal identifying information, including without limitation his name, social security number, birthdate, address, telephone number, and place of employment.

44. To secure the Fraudulent \$250,000 Loan, on March 19, 2019, Kouri improperly executed and caused to be recorded against the Home a Revolving Credit Deed of Trust (the "*Deed of Trust*").

45. Kouri's execution of the Deed of Trust was improper and unlawful because she signed on Eric's behalf using the fraudulent Power of Attorney and without Eric's knowledge, as described above.

46. Under Utah law, a power of attorney creates a principal-agent relationship under which the agent has a fiduciary duty to act loyally and for the principal's benefit.

47. Upon information and belief, Kouri executed the Deed of Trust unbeknownst to and without Eric's authorization and encumbered Eric's House solely for her own financial benefit and gain.

48. Upon information and belief, Kouri was the only person who received and accessed funds pursuant to the Fraudulent \$250,000 Loan secured by the Deed of Trust.

49. Eric did not receive any benefit from the Fraudulent \$250,000 Loan or the Deed of Trust.

50. Upon information and belief, Kouri did not intend for Eric to receive any benefit from the Fraudulent \$250,000 Loan or the Deed of Trust.

51. Upon information and belief, Kouri caused KRR to receive some or all of the proceeds from the Fraudulent \$250,000 Loan.

52. Eric confronted Kouri about the Fraudulent \$250,000 Loan in September 2020.

53. Kouri admitted that she had wrongfully taken out the \$250,000 Loan and promised to pay it back.

54. Kouri also admitted that she had wrongfully taken the Stolen Bank Account Money and incurred the Fraudulent Credit Card Charges.

55. Kouri repeated this promise to pay back the Fraudulent \$250,000 Loan, along with the Stolen Bank Account Money and the Fraudulent Credit Card Charges as late as just a few days before Eric died on or about March 4, 2022.

56. Upon information and belief, Kouri had no intent to repay Eric and overtly lied so as to persuade Eric not to take action against her.

### ***Creation of the Trust***

57. Shortly after Eric discovered Kouri's wrongful acts, on November 3, 2020, Eric created the Trust.

58. Eric transferred the House, along with other assets (including his interest in C&E) to the Trust on or about November 3, 2020.

59. Kouri did not know before Eric's death that he had created the Trust or transferred his interest in C&E to the Trust.

60. Based on her subjective understanding of the Premarital Agreement, Kouri believed that if Eric predeceased her, she stood to receive a highly-lucrative stake in C&E.

### ***Stolen Tax Payments***

61. Eric and Cody agreed that C&E would make periodic distributions to Eric and Cody to pay Eric's and Cody's individual federal and state tax obligations.

62. Kouri assisted and had substantial control over important aspects of Eric's finances.

63. Kouri acted in a fiduciary capacity with regard to Eric.

64. Among other things, Kouri took responsibility to pay Eric's tax obligations.

65. Kouri improperly took, misdirected to her benefit, and/or otherwise converted money that was intended to be paid by C&E for Eric's tax obligations and other monies that were intended to be paid for Eric's tax obligations.

### ***Federal Tax Payments***

66. On or about June 19, 2019, C&E issued a check payable to Eric Richins in the amount of \$23,310 for the payment of Eric's second quarter federal taxes.

67. Kouri improperly took, misdirected to her benefit, and/or otherwise converted the \$23,310 that was intended to be paid for Eric's federal tax obligations.

68. In September 2020, Eric's accountants specifically asked Kouri if the \$23,310 tax payment had been made.

69. Kouri represented that the \$23,310 tax payment had been made.

70. Kouri's statement in September 2020 was false, as the payment was not made.

71. A payment of \$12,060 for Eric's 2020 fourth quarter estimated federal taxes was due on January 15, 2021.

72. On October 4, 2021, Kouri represented that the \$12,060 payment had been made.

73. Kouri's representation was false, as the \$12,060 payment was not made.

74. Upon information and belief, Kouri either (i) misdirected to her benefit, and/or otherwise converted the \$12,060 that was intended to be paid for Eric's tax obligations; and/or (ii) breached her fiduciary duty owed to Eric by not making the payment and misrepresenting that the payment had been made.

75. On or about November 23, 2021, C&E issued a check payable to Eric Richins in the amount of \$44,654 for the payment of Eric's 2020 federal taxes.

76. Kouri improperly took, misdirected to her benefit, and/or otherwise converted the \$44,654 that was intended to be paid for Eric's tax obligations.

77. The total amount improperly taken by Kouri that was intended to be paid for Eric's federal tax obligations is at least \$80,024 (the "*Stolen Federal Tax Payments*").

78. Upon information and belief, Kouri may have stolen additional tax payments that have yet to be discovered.

79. Upon information and belief, Kouri diverted some portion of the Stolen Federal Tax Payments to KRR.

80. In addition, the Estate has incurred or will incur federal tax penalties and interest in an amount to be determined arising from payments that were missed because Kouri improperly took the Stolen Federal Tax Payments and/or otherwise failed to make the payments and misrepresented that the payments had been made.

#### *State Tax Payments*

81. On or about July 14, 2020, C&E issued a check payable to Eric Richins in the amount of \$13,000 for the payment of Eric's Utah state taxes for the 2019 tax year.

82. Kouri improperly took, misdirected to her benefit, and/or otherwise converted the \$13,000 that was intended to be paid for Eric's state tax obligations.

83. In September 2020, Eric's accountants specifically asked Kouri if the \$13,000 state tax payment had been made.

84. Kouri represented that the \$13,000 tax payment had been made.

85. Kouri's statement in September 2020 was false, as the \$13,000 payment was not paid.

86. On or about April 29, 2021, C&E issued a check payable to Eric Richins in the amount of \$36,000 for the payment of Eric's Utah state taxes for the 2020 tax year.

87. Kouri improperly took, misdirected to her benefit, and/or otherwise converted the \$36,000 that was intended to be paid for Eric's state tax obligations.

88. In October 2020, Eric's accountants specifically asked Kouri if the \$36,000 state tax payment had been made.

89. Kouri represented that the \$36,000 tax payment had been made.
90. Kouri's statement in October 2020 was false, as the \$36,000 payment was not made.
91. On or about November 23, 2021, C&E issued a check payable to Eric Richins in the amount of \$5,322 for the payment of Eric's Utah state taxes for the 2020 tax year.
92. Kouri improperly took, misdirected to her benefit, and/or otherwise converted the \$5,322 that was intended to be paid for Eric's state tax obligations.
93. The total amount improperly taken by Kouri that was intended to be paid for Eric's Utah state tax obligations is at least \$54,322 (the "***Stolen State Tax Payments***").
94. In addition, the Estate has incurred or will incur state tax penalties and interest in an amount to be determined arising from payments that were missed because Kouri improperly took the Stolen State Tax Payments and/or otherwise failed to make the payments and misrepresented that she had made the payments.
95. Upon information and belief, on or about June 23, 2022, Kouri paid \$50,342 towards the delinquent state tax payments, leaving an estimated \$3,980, plus penalties and interest in an amount to be determined, owing on the state taxes.
96. The total of the Stolen Federal Tax Payments and the Stolen State Tax Payments is at least \$134,346 (the "***Stolen Tax Payments***"), of which \$84,004, plus penalties and interest, is estimated to still be owing.
97. Kouri misrepresented to Eric that the Stolen Tax Payments had actually been applied to Eric's tax obligations and/or hid from Eric the fact that Kouri had diverted the Stolen Tax Payments to her own benefit.

98. Upon information and belief, Kouri diverted some of the Stolen State Tax Payments to KRR.

99. By the end of February 2022, Eric's and Kouri's unpaid federal and state tax liabilities exceeded \$190,000.

### ***Life Insurance Fraud***

100. Eric and his business partner Cody, pursuant to the terms of a separate buy-sell agreement, purchased life insurance policies on each other's lives. In the event that one predeceased the other, the surviving partner would use the life insurance proceeds to purchase the deceased partner's interest in C&E from the deceased partner's estate or trust.

101. Eric and Cody each purchased from New York Life Insurance a \$2,000,000 policy on the other.

102. Cody was the sole beneficiary of the \$2,000,000 policy on Eric's life.

103. Eric was the sole beneficiary of the \$2,000,000 policy on Cody's life.

104. Upon information and belief, prior to Eric's death, Kouri illegally, wrongfully, and fraudulently logged into Eric's account with New York Life Insurance, accessed the \$2,000,000 policy that Eric had purchased for Cody, and tried to change the beneficiary designation from Eric to herself.

105. Upon information and belief, within moments of making that change, Kouri changed the beneficiary designation back to Eric, changed it again to herself, and changed it back once more.

106. New York Life Insurance's online system flagged the rapid, repeated changes, prompting a New York Life Insurance agent to contact Eric and Cody.

107. Neither Eric nor Cody had made any changes to the beneficiary designation, nor had they authorized anyone else to make changes.

108. Between 2014 and 2022, Kouri obtained several policies of insurance on Eric's life (the "**Secret Policies**"). In total, those policies provided over \$1,500,000 of coverage in the event of Eric's death.

109. Each of the Secret Policies named Kouri as the sole beneficiary.

110. Upon information and belief, Kouri obtained the Secret Policies without Eric's knowledge or approval.

111. Among the Secret Policies that Kouri obtained on Eric's life, one was from Minnesota Life Insurance, Policy No. S7M-3313750/1103313750, with a face value of \$347,000 (the "**Minnesota Life Policy**"), and another was from TruStage Life Insurance, Policy No. LC2432347, with a face value of \$100,000 (the "**TruStage Policy**").

112. Kouri applied for the Minnesota Life Policy in or about November 2014.

113. On the Minnesota Life application, Kouri used Eric's personal identifying information, including without limitation his birthdate, height, and weight.

114. Upon information and belief, Kouri forged Eric's signature on the Minnesota Life application.

115. Kouri applied for the TruStage Policy in late January 2022.

116. On the TruStage application, Kouri used some of Eric's personal identifying information, including without limitation his birthdate and social security number.

117. However, Kouri intentionally provided a fake telephone number for Eric and opted not to provide any email address, presumably so that TruStage had no way to contact him.

118. She also authorized TruStage to withdraw policy premiums from an account ending in \*\*\*\*6577, which is her business account at America First Federal Credit Union.

119. Eric did not have access to the \*\*\*\*6577 account.

120. Upon information and belief, Kouri forged Eric's signature on the TruStage application.

121. Kouri directed TruStage Insurance to send all documents pertaining to the TruStage Policy to the following address:

Eric Richins  
PO Box 759  
Kamas, Utah 84036-0759

122. Upon information and belief, "PO Box 759" is Kouri's personal post office box.

123. Eric did not have any access to "PO Box 759."

124. Upon information and belief, Kouri falsified Eric's signature and other details on other applications that she submitted for purposes of obtaining the Secret Policies.

125. After Eric's death, Kouri filed death claims on each of the Secret Policies.

126. Upon information and belief, Kouri received over \$1,500,000 in insurance proceeds as a direct result of Eric's death.

127. The foregoing actions regarding life insurance, including all allegations pertaining to the \$2,000,000 buy-sell policies and the Secret Policies, are hereinafter referred to as the "***Fraudulent Life Insurance Activities.***"

#### ***Kouri Purchases Illicit Fentanyl***

128. Upon information and belief, in early February 2022, Kouri asked an acquaintance known as "C.L." to procure some fentanyl for her.

129. C.L. then contacted another individual, “Acquaintance 1,” requesting an introduction to someone who sold fentanyl.

130. Acquaintance 1 provided C.L. with a phone number for “Acquaintance 2,” a drug dealer who routinely deals fentanyl.

131. On or about February 11, 2022, C.L. met Acquaintance 2 at the Maverick gas station in Draper, Utah, where she purchased 15-30 light greenish-blue pills that she understood to be fentanyl.

132. Either that same day or the next day, C.L. delivered those pills to Kouri by hand in the driveway of C.L.’s home.

133. Just a few days later—Valentine’s Day 2022—Kouri made Eric a sandwich and placed it on the seat of his truck alongside a supposed love note.

134. When Eric ate the sandwich, he immediately broke out in hives and had trouble breathing. He later told at least one friend that he thought Kouri had tried to poison him.

135. Shortly after Valentine’s Day, Kouri told C.L. that the first batch of fentanyl was not strong enough and that she needed something stronger.

136. At Kouri’s behest, C.L. arranged—through Acquaintance 1—to purchase additional fentanyl from Acquaintance 2.

137. On or about May 8, 2023, and in connection with her purchase of the fentanyl, the State of Utah charged Kouri, pursuant to Utah Code sections 58-37-8(1)(a)(iii) and 58-37-8(2)(b)(ii), with two counts of Possession of a Controlled Substance with Intent to Distribute, second degree felonies, and one count of Possession or Use of a Controlled Substance, a class A misdemeanor.

### *Eric's Death*

138. On March 4, 2022, at approximately 3:31 a.m., EMS personnel and the Summit County Sheriff's Office responded to a 911 call from Eric's home.

139. When authorities and medical personnel arrived, they found Eric lying unresponsive on the floor at the foot of his bed.

140. All attempts to administer life-saving measures were unsuccessful, and EMS pronounced him dead at the scene.

141. At or about the same time that EMS were attempting to resuscitate Eric, one or more Summit County Sheriff's Deputies interviewed Kouri.

142. During those interviews, she made the following statements:

- a. On March 3, 2022, at around 9:00 p.m., Kouri and Eric were celebrating her closing on the purchase of a new house for her business;
- b. During that celebration, Kouri made Eric a "Moscow Mule" in the kitchen and then delivered it to Eric in his bed, where he consumed it;
- c. The only people in the house at the time were Kouri, Eric, and their three young children;
- d. Kouri initially went to her own bed, but shortly thereafter went to sleep with one of the children who was having a night terror;
- e. When Kouri left her and Eric's bedroom to go to her child's room, Kouri left her phone plugged in next to her bed and did not take it to the child's room;
- f. Kouri awoke around 3:00 a.m.—she did not say why—at which time she returned to her and Eric's bedroom;

- g. Upon her return, she observed that Eric was cold to the touch;
- h. Kouri then called 911;
- i. After calling 911, Kouri attempted to perform CPR on Eric.

143. Contrary to Kouri's statement that she left her phone in her and Eric's bedroom, her phone's call-data records and carrier records indicate that (i) the phone moved multiple times during the night, including at 10:30 p.m., 3:08 a.m., and 3:21 a.m., (ii) Kouri locked and unlocked her phone at least four times between 3:07 a.m. and 3:19 a.m., (iii) at 3:08 a.m., the phone moved approximately 240 feet, and (iv) Kouri had deleted the phone's search history, call registries, and numerous text messages that she had sent and received in the late hours of March 3 and/or early hours of March 4.

144. Authorities later learned that the person with whom Kouri had been texting that night had also deleted the same text messages.

145. When EMS personnel performed CPR, they observed that Eric began to foam at the mouth, which is an indicator that no one had performed CPR previously.

146. An autopsy and subsequent toxicology testing confirmed that Eric died of a massive fentanyl overdose.

147. The medical examiner found five times the lethal limit of fentanyl in Eric's system, and the fentanyl was illicit as opposed to medical grade.

148. The medical examiner further concluded, based on the contents of Eric's gastric fluids, that Eric had ingested the fentanyl orally.

149. Nothing in Eric's medications contained fentanyl, and authorities found no evidence that Eric used or had a history of using illicit drugs.

150. Moreover, through various statements to police, Kouri insisted no less than ten separate times that Eric did not use illicit drugs, did not have substance-abuse problems, and had demonstrated no suicidal tendencies.

151. Subsequent to Eric's death, Kouri made numerous incriminating searches on her phone or other electronic devices, including but not limited to the following:

- a. "can you delete everything on an icloud account";
- b. "can deleted text messages be retrieved from an iphone";
- c. "can cops.uncover deleted.messages iphone";
- d. "how to lock my.icloud"
- e. "how to permanently delete information from an iphone remotely [sic]";
- f. "can cops force you to do a lie detector test";
- g. "what are you allowed inside [U]tah jails";
- h. "will life insurance pay if death certificate says pending";
- i. "luxury prisons for the rich in [A]merica";
- j. "if someone is poisoned what does it go down on the death certificate as";
- k. "FBI analysis of electronics in an investigation";
- l. "is find my iphone ever wrong";
- m. "can fbi [sic] find deleted messages";
- n. "what does.fbi do with electronics for searches";
- o. "Can the cause of death be changed on a death certificate";
- p. "why would the fbi [sic] be involved";
- q. "what is considered [sic] a lethal.dose of fentanyl [sic]"

r. “detective jayme.woody.relationship.to.richins”

152. Kouri was the only person with the means, motive, and opportunity to cause Eric to ingest five times the lethal limit of fentanyl on the night of March 3, 2022.

153. On May 8, 2023, and pursuant to Utah Code sections 76-5-202(2)(vii) and (xvi), the State of Utah charged Kouri with Aggravated Murder, a first-degree felony, in connection with Eric’s death.

***Katie Becomes Successor Trustee and Personal Representative***

154. After Eric’s death, Katie became successor trustee of the Trust.

155. On April 13, 2022, Katie was appointed as the Personal Representative of Eric’s Estate.

156. Eric’s will is a “pour-over” will, meaning that Eric conveyed Estate assets, after payment of taxes and expenses, to the Trust.

157. Accordingly, damage to Eric’s Estate as alleged in this complaint also constitutes damage to the Trust as all property of the Estate is to be transferred to the Trust.

***Stolen Retirement Accounts***

158. Upon information and belief, at the time of his death, Eric had at least two retirement accounts on which the Estate should have been the beneficiary.

159. One account was an account that Eric received from his grandmother (the “***Grandmother Account***”).

160. Upon information and belief, the Grandmother Account had approximately \$40,000 at the time of Eric’s death.

161. The other account was a Utah Retirement Services (the “*URS Account*”) that was set up for Eric by his mother.

162. Upon information and belief, the URS Account had approximately \$15,000 at the time of Eric’s death.

163. Upon information and belief, Kouri wrongfully and/or fraudulent obtained a payout of both retirement accounts (collectively the “*Retirement Accounts*”) after Eric’s death.

164. The total amount of the Retirement Accounts was at least \$55,000.

165. The Retirement Accounts constitute Estate property that has been wrongfully taken by Kouri.

#### ***Other Estate Property Stolen After Eric’s Death***

166. At the time of his death, Eric owned significant property that was his sole property and constituted property of his Estate.

167. Such property included, but is not limited to, at least \$200,000 in cash (believed to be in Eric’s safe); \$25,000 cash on Eric’s person at the time of his death; contents of Eric’s safe; theater room furniture, an electric motorcycle, a flatbed trailer, and other personal items (referred to collectively as the “*Other Estate Property*”).

168. At the time of his death, Eric individually owned and held title to several vehicles, off-road vehicles, ATVs, and recreational vehicles.

169. One of those vehicles was a 2019 Can-Am Defender Max, Vin No. 3JBURAP40KK000309 (the “*Defender*”).

170. On or about October 24, 2022, Kouri applied with the Utah Department of Motor Vehicles for a duplicate title on the Defender.

171. In her application for duplicate title, Kouri made several false representations, including that:

- a. Eric had “gift[ed]” the Defender to her on October 24, 2022;
- b. “No appointment of a personal representative has been granted or is pending”;
- c. “The value of the entire estate subject to administration wherever located, excluding the boats, motor vehicles, trailers, or semi-trailers, less liens and encumbrances, does not exceed \$100,000”; and
- d. She is or was entitled to take receipt and ownership of the Defender.

172. Kouri purported to sign the application for duplicate title on Eric’s behalf and “as his survivor.”

173. Upon information and belief, and in similar fashion as she did with the Defender, Kouri inappropriately applied for duplicate titles with respect to the other vehicles that Eric individually owned at his death.

174. The Defender and other vehicles that Eric owned at his death are part of the Other Estate Property.

175. It is estimated that the Other Estate Property is worth at least \$300,000.

176. Kouri has wrongfully taken the Other Estate Property.

177. Katie has requested that Kouri turn all property of the Estate, including the Other Estate Property, over to Katie as personal representative of the Estate.

178. Kouri has refused to turn over the Other Estate Property.

179. Upon information and belief, Kouri unlawfully diverted or transferred some of the Other Estate Property to KRR.

***Kouri Misappropriates Eric's Image and Identity***

180. Almost one year to the day after Eric's death, Kouri wrote, published, and began selling a book entitled, "Are You With Me?" (the "***Unlawful Book***").

181. The Unlawful Book purports to provide "heartwarming" and "reassuring" guidance for children on how to deal with the death of a loved one, namely by referencing events and details from Eric's life and his relationship with his children.

182. Without obtaining Katie's consent, Kouri included Eric's name, image, identity, and likeness in the Unlawful Book.

183. Eric's name, image, identity, and likeness have intrinsic value, especially as they pertain to the Unlawful Book, because the Unlawful Book purports to offer advice on how to grieve the death of a husband and father.

184. The Unlawful Book inappropriately and incorrectly expresses or implies that Eric and/or Katie, as the personal representative of Eric's Estate, approves, would approve, endorses, or would endorse, the Unlawful Book's subject matter.

185. Since publishing the Unlawful Book, Kouri has advertised and marketed the Unlawful Book through several different mediums and marketplaces, including without limitation Amazon.com and Bookshop.org.

186. Further, in April 2023, Kouri appeared on Good Things Utah, a local television program on ABC4, to promote the Unlawful Book.

187. Upon information and belief, Kouri used Eric's identity in her advertising, marketing, and promotion of the Unlawful Book.

188. Upon information and belief, Kouri has profited off Eric's name, image, and likeness by selling copies of the Unlawful Book.

189. Kouri has not shared or provided any portion of Unlawful Book's sale proceeds with the Estate.

190. Upon information and belief, Kouri has solely retained all revenue derived from the Unlawful Book.

**FIRST CAUSE OF ACTION**  
**(Conversion – Stolen Bank Account Money)**  
**(Against Kouri and KRR)**

191. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

192. Kouri and KRR willfully interfered with Eric's property, namely by taking the Stolen Money from Eric's bank accounts.

193. Kouri's and KRR's willful interference with Eric's property, namely the Stolen Money, was done without lawful justification.

194. At the time Kouri and KRR willfully interfered with the Stolen Money, Eric was entitled to immediate possession of those funds.

195. Indeed, even if money was taken from a joint account, under Utah law ownership of money in a joint account is in proportion to the net contributions to the account.

196. In this case, all or nearly all of the money in any joint accounts held by Eric and Kouri was contributed by Eric.

197. Eric's contributions to the account came entirely or in significant part from income he earned through his work at C&E, which is income that Kouri, through the Premarital Agreement, expressly waived any right to or interest in.

198. Kouri's and KRR's taking the Stolen Bank Account money constitutes conversion.

199. As a direct and proximate result of Kouri's and KRR's conversion of Eric's property, Eric's Estate has incurred damages in an amount not less than \$200,000, the exact amount to be determined at trial, plus on-going interest, attorney fees, and costs.

200. Kouri's and KRR's conduct as described above constitutes bad faith and is willful and malicious, or otherwise manifests a knowing and reckless indifference toward, and disregard of Eric's rights. As a result, Kouri and KRR should be required to pay punitive damages, the full amount to be determined at the trial of this matter.

201. Kouri and KRR are therefore liable to the Estate for fraudulent conversion/theft of the Stolen Bank Account Money in the amount of not less than \$200,000, the exact amount to be determined at trial, plus punitive damages, on-going interest, attorney fees, and costs.

**SECOND CAUSE OF ACTION**  
**(Conversion – Fraudulent Credit Card Charges)**  
**(Against Kouri)**

202. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

203. Kouri willfully interfered with Eric's property, namely by taking possession of Eric's credit cards without authorization and making the Fraudulent Credit Card Charges.

204. Eric was required to, and in fact did, pay back the Fraudulent Credit Charges.

205. Kouri's actions in making the Fraudulent Credit Card Charges constituted willful interference with Eric's property and was done without lawful justification.

206. At the time Kouri made the Fraudulent Credit Charges, Eric was entitled to immediate possession of that credit.

207. Kouri's actions in making the Fraudulent Credit Card Charges constitute conversion and or theft.

208. As a direct and proximate result of Kouri's conversion of Eric's property, Eric's Estate has incurred damages in an amount not less than \$30,000, the exact amount to be determined at trial, plus on-going interest, attorney fees, and costs.

209. Kouri's conduct as described above constitutes bad faith and is willful and malicious, or otherwise manifests a knowing and reckless indifference toward, and disregard of Eric's rights. As a result, Kouri should be required to pay punitive damages, the full amount to be determined at the trial of this matter.

210. Kouri is therefore liable to the Estate for fraudulent conversion/theft relating to the Fraudulent Credit Card Charges in the amount of not less than \$30,000, the exact amount to be determined at trial, plus punitive damages, on-going interest, attorney fees, and costs.

**THIRD CAUSE OF ACTION**  
**(Conversion – Stolen Tax Payments)**  
**(Against Kouri and KRR)**

211. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

212. Kouri and KRR willfully interfered with Eric's property, namely the Stolen Tax Payments, thereby depriving Eric of that property.

213. Kouri's and KRR's willful interference with Eric's property, namely the Stolen Tax Payments, was done without lawful justification.

214. At the time Kouri and KRR willfully interfered with the Stolen Tax Payments, Eric was entitled to immediate possession of those funds.

215. Indeed, the Stolen Tax Payments, either in part or in total, constituted periodic distributions from C&E to Eric personally.

216. Further, Kouri had agreed in the Premarital Agreement that all business interests belonged to Eric alone.

217. As a direct and proximate result of Kouri's and KRR's conversion of Eric's property, the Estate has incurred damages in an amount not less than \$84,004, plus federal and state penalties and interest, the exact amount to be determined at trial, plus on-going interest, attorney fees, and costs.

218. Kouri's and KRR's conduct as described above constitutes bad faith and is willful and malicious, or otherwise manifests a knowing and reckless indifference toward, and disregard of Eric's rights. As a result, Kouri and KRR should be required to pay punitive damages, the full amount to be determined at the trial of this matter.

219. Kouri and KRR are therefore liable to the Estate for fraudulent conversion/theft in the amount of not less than \$84,004, plus federal and state penalties and interest, the exact amount to be determined at trial, plus punitive damages, on-going interest, attorney fees, and costs.

**FOURTH CAUSE OF ACTION**  
**(Conversion – Retirement Accounts)**  
**(Against Kouri and KRR)**

220. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

221. Kouri and KRR willfully interfered with the Estate's property by wrongfully taking the Retirement Accounts.

222. Kouri's and KRR's willful interference with the Estate's property, namely the Retirement Accounts, was done without lawful justification.

223. At the time Kouri and KRR willfully interfered with the Retirement Accounts, the Estate was entitled to immediate possession of those funds.

224. Kouri's and KRR's taking the Retirement Accounts constitutes conversion.

225. As a direct and proximate result of Kouri's and KRR's conversion of the Retirement Accounts, Eric's Estate has incurred damages in an amount not less than \$55,000, the exact amount to be determined at trial, plus on-going interest, attorney fees, and costs.

226. Kouri's and KRR's conduct as described above constitutes bad faith and is willful and malicious, or otherwise manifests a knowing and reckless indifference toward, and disregard of the Estate's rights. As a result, Kouri and KRR should be required to pay punitive damages, the full amount to be determined at the trial of this matter.

227. Kouri is therefore liable to the Estate for fraudulent conversion/theft of the Retirement Accounts in the amount of not less than \$55,000, the exact amount to be determined at trial, plus punitive damages, on-going interest, attorney fees, and costs.

**FIFTH CAUSE OF ACTION**  
**(Conversion – Other Estate Property)**  
**(Against Kouri and KRR)**

228. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

229. Kouri and KRR willfully interfered with the Other Estate Property, thereby depriving the Estate of that property.

230. Kouri's and KRR's willful interference with the Other Estate Property was done without lawful justification.

231. At the time Kouri and KRR willfully interfered with the Other Estate Property, the Estate was entitled to immediate possession of those funds and assets.

232. As a direct and proximate result of Kouri's and KRR's conversion of the Other Estate Property, the Estate has incurred damages in an amount not less than \$300,000, the exact amount to be determined at trial.

233. Kouri's and KRR's conduct as described above constitutes bad faith and is willful and malicious, or otherwise manifests a knowing and reckless indifference toward, and disregard of the Estate's rights. As a result, Kouri and KRR should be required to pay punitive damages, the full amount to be determined at the trial of this matter.

234. Kouri and KRR are therefore liable to the Estate for fraudulent conversion/theft of the Other Estate Property in the amount of not less than \$300,000, the exact amount to be determined at trial, plus punitive damages, on-going interest, attorney fees, and costs.

**SIXTH CAUSE OF ACTION**  
**(Fraud)**  
**(Against Kouri)**

235. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

236. Kouri misrepresented to Eric that she had paid Eric's state and federal taxes, when in reality she had diverted that money to herself or KRR.

237. Upon information and belief, Kouri made the same misrepresentations to Eric's tax advisors, accountants, and business partner, all in a concerted effort to conceal her malfeasance.

238. Kouri knowingly lied to Eric about the Power of Attorney's scope, falsified his initials, forged the date on at least one version of the document, and concealed from Eric how she intended to use the Power of Attorney.

239. Kouri concealed from Eric the fact that she had taken the Stolen Bank Account Money from Eric's bank accounts, made the Fraudulent Credit Card Charges, stole the Stolen Tax Payments, and took out the Fraudulent \$250,000 Loan.

240. In September 2020, Kouri also promised to repay the Stolen Money, the Fraudulent Credit Card Charges, and the Fraudulent \$250,000 Loan ("***Promise to Repay***").

241. Upon information and belief, Kouri falsely made the Promise to Repay having no intention of paying the money back.

242. Kouri's actions of taking the Stolen Bank Account Money from Eric's bank accounts, making the Fraudulent Credit Card Charges, stealing the Stolen Tax Payments, taking the Fraudulent \$250,000 Loan, making the intentionally-false Promise to Repay, taking the

Retirement Accounts, taking the Other Estate Property, and the Fraudulent Life Insurance Activities are hereinafter sometimes referred to collectively as the “*Fraudulent Acts*”.

243. Kouri’s concealment of the Fraudulent Acts constitutes a material fraudulent omission.

244. Kouri also misrepresented to Eric, and/or otherwise led him to believe, that she had not committed the Fraudulent Acts that she committed prior to his death.

245. Kouri also concealed from Katie, as personal representative of the Estate, the Fraudulent Acts that she committed after Eric’s death.

246. Kouri’s concealment, omissions and misrepresentations were intentional.

247. Eric reasonably relied to his detriment on (i) Kouri’s misrepresentation that she had paid his state and federal taxes, (ii) Kouri’s knowingly false promise that she would repay the money she had stolen from him, and (iii) Kouri’s misrepresentations about the Power of Attorney and her intentions for it.

248. Specifically, due to Eric’s reliance on Kouri, Eric or his Estate incurred substantial penalties and interest with the IRS and Utah State Tax Commission.

249. In relying on Kouri’s Promise to Repay, Eric or the Trust have suffered a substantial loss in equity to the Home, which remains encumbered by the Trust Deed that Kouri unlawfully gave to TCF National Bank.

250. By inducing Eric to rely on her false representations regarding the Power of Attorney, Kouri was able to use Eric’s home as collateral for a loan that Eric did not want, did not approve of, and did not benefit from.

251. Eric acted reasonably and in ignorance of Kouri's concealment, misrepresentations, and omissions of the Fraudulent Acts that Kouri committed prior to his death.

252. Kouri's actions in committing the Fraudulent Acts constitutes fraud.

253. As a direct and proximate result of Kouri's fraud, the Estate has been damaged in an amount not less than \$2,000,000, plus federal and state penalties and interest, the exact amount to be determined at trial, plus on-going interest, attorney fees, and costs.

254. Kouri's conduct as described above constitutes bad faith and is willful and malicious, or otherwise manifests a knowing and reckless indifference toward, and disregard of Eric's rights and the Estate's rights. As a result, Kouri should be required to pay punitive damages, the full amount to be determined at the trial of this matter.

255. Kouri is therefore liable to the Estate for fraud in the amount of not less than \$2,000,000, plus federal and state penalties and interest, the exact amount to be determined at trial, plus punitive damages, on-going interest, attorney fees, and costs.

**SEVENTH CAUSE OF ACTION**  
**(Quasi-Contract, Unjust Enrichment and/or Quantum Meruit/Constructive Trust)**  
**(Against Kouri and KRR)**

256. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

257. By virtue of Kouri and KRR making the Fraudulent Acts described above and/or converting Eric's money and assets as described above, Eric conferred a benefit upon Kouri and/or KRR.

258. Kouri and KRR had a knowledge and appreciation of this benefit.

259. To permit Kouri or KRR to retain the benefit received without fully compensating the Estate would result in an unconscionable and unjust enrichment of Kouri and/or KRR at the Estate's expense.

260. Kouri and KRR are liable to the Estate for quasi contract, unjust enrichment and/or quantum meruit in the amount of at least \$2,000,000, the exact amount to be proven at trial, plus interest and costs.

261. Additionally, Katie is entitled to a constructive trust. Kouri and KRR were unjustly enriched through their wrongful acts, and the benefits they obtained thereby constitute specific property that can be traced to Kouri's and KRR's wrongful behavior.

**EIGHTH CAUSE OF ACTION**  
**(Breach of Fiduciary Duty)**  
**(Against Kouri)**

262. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

263. Kouri held a position of trust and confidence with Eric and owed a fiduciary duty to Eric to act honestly and loyally in managing, handling, and/or assisting with Eric's financial affairs.

264. This duty arose out of, among other things, (i) Eric placing his trust and confidence in Kouri to have access to his credit and funds, (ii) Kouri's position as Eric's spouse; and (iii) her control over and involvement with Eric's finances.

265. In addition, upon information and belief, Kouri claims to have held a valid power of attorney for Eric.

266. Kouri breached her fiduciary duty by willfully and deliberately engaging in the Fraudulent Acts described above, including taking the Stolen Bank Account Money, obtaining the Fraudulent Credit Card Charges, diverting the Stolen Tax Payment to her own use, making the Fraudulent \$250,000 Loan, the fraudulent use of the Power of Attorney, and the Fraudulent Life Insurance Activities.

267. Alternatively, and even assuming that Kouri was Eric's lawful attorney-in-fact, she further breached her fiduciary duty by using her authority as attorney-in-fact to act in direct contravention of Eric's best interests, against his wishes, and in ways that were not on Eric's behalf.

268. Specifically, Kouri prioritized her own self interests in obtaining the Fraudulent \$250,000 Loan.

269. As a direct and proximate result of Kouri's breaches of her fiduciary duty, the Estate has incurred damages in an amount not less than \$567,984, plus federal and state penalties and interest, plus the amount of any wrongfully obtained life insurance proceeds, the exact amount to be determined at trial, plus on-going interest, attorney fees, and costs.

270. Kouri's conduct as described above constitutes bad faith and is willful and malicious, or otherwise manifests a knowing and reckless indifference toward, and disregard of Eric's rights.

271. As a result, Kouri should be required to pay punitive damages, the full amount to be determined at the trial of this matter.

272. In addition, as a result of Kouri's breach of fiduciary duty, she should be required to pay all attorneys' fees incurred in this action.

273. Kouri is therefore liable to the Estate for breach of fiduciary duty in the amount of not less than \$567,984, plus federal and state penalties and interest, the exact amount to be determined at trial, plus the amount of any wrongfully obtained life insurance proceeds, plus damages in an amount to be determined with regard to the Power of Attorney and Second Mortgage, plus on-going interest, punitive damages, interest, attorney fees, and costs.

**NINTH CAUSE OF ACTION**  
**(Breach of Contract)**  
**(Against Kouri)**

274. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

275. Kouri promised Eric that she would pay back the \$250,000 Loan, the Stolen Bank Account Money and the Fraudulent Credit Card Charges as late as just a few days before Eric died on or about March 4, 2022.

276. Kouri's promise constitutes a binding oral agreement to repay the money she wrongfully took from Eric.

277. Eric gave consideration for Kouri's promise, including, but not necessarily limited to, not divorcing Kouri and not reporting Kouri to authorities for her fraudulent activities.

278. Eric fulfilled any and all obligations under the oral agreement.

279. Kouri broke the agreement by not paying back the amounts she promised to pay back.

280. Kouri is liable to the Estate for breach of contract in the amount of at least \$567,984, plus federal and state penalties and interest on the Stolen Tax Payments, the exact amount to be proven at trial.

**TENTH CAUSE OF ACTION**  
**(Wrongful Lien)**  
**(Against Kouri)**

281. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

282. Under Utah law, a wrongful lien “means any document that purports to create a lien, notice of interest, or encumbrance on an owner’s interest in real property and at the time it is recorded is not: (a) expressly authorized by this chapter or another state or federal statute; (b) authorized by or contained in an order or judgment of a court of competent jurisdiction in the state; or (c) signed by or authorized pursuant to a document signed by the owner of the real property.” Utah Code Ann. § 38-9-102.

283. The Deed of Trust recorded against Eric’s House is a wrongful lien because, among other things, it was not authorized by Eric. Rather, it was obtained by Kouri’s fraudulent use of the fraudulent Power of Attorney.

284. Kouri caused the Deed of Trust to be recorded against Eric’s House.

285. Accordingly, Kouri caused a wrongful lien to be recorded against the property.

286. Kouri caused the wrongful lien to be recorded against the property knowing or having reason to know that the Deed of Trust was a wrongful lien, was groundless, or contained a material misstatement or false claim.

287. Pursuant to Utah Code § 38-9-203, Kouri is liable to the Trust, as the record owner of the House, for wrongful lien in the amount of \$10,000 or treble actual damages, whichever is greater.

288. In this case, the actual damages to the Trust are at least \$250,000, plus interest and penalties owed to the lender.

289. Kouri is liable to the Trust for treble this amount, an amount of at least \$750,000 (treble actual damages of \$250,000), the exact amount to be proven at trial, plus costs and attorneys' fees.

**ELEVENTH CAUSE OF ACTION**  
**(Review of Agent's Conduct—Utah Code § 75-9-116)**  
**(Against Kouri)**

290. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

291. To the extent that the Power of Attorney held by Kouri was valid, Katie petitions the Court to review Kouri's conduct and grant appropriate relief pursuant to Utah Code § 75-9-116.

292. Under any power of attorney held by Kouri, she owed Eric fiduciary duties, including a duty to not engage in self-dealing, to act in accordance with Eric's reasonable expectations, and to preserve Eric's estate.

293. Kouri breached her fiduciary duties by, among other things, committing the Fraudulent Acts described above.

294. Kouri's actions have caused harm to the Estate in an amount of at least \$680,000, the exact amount to be proven at trial.

295. Katie is entitled to have the Court review Kouri's actions as Eric's agent and is entitled to appropriate relief, including, (1) a declaration that Kouri has breached her fiduciary duties owed to Eric and (2) a judgment of at least \$567,984, plus federal and state penalties and

interest on the Stolen Tax Payments, the exact amount to be proven at trial, together with punitive damages, attorneys' fees, and costs.

**TWELFTH CAUSE OF ACTION**

**(Accounting)  
(Against Kouri)**

296. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

297. Kouri's actions have created circumstances that render the just and reasonable need for an accounting.

298. Kouri is liable to the Estate and the Trust for an accounting of her activities, and should be ordered to (i) provide a complete accounting of all her activities; and (ii) pay all audit costs, including, without limitation, all professional services necessary to audit Kouri's actions to determine her activities and identify questionable, improper transactions, and unlawful transactions.

**THIRTEENTH CAUSE OF ACTION**

**(Invasion of Privacy – Misappropriation of Name and Likeness)  
(Against Kouri)**

299. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

300. Without authorization, Kouri included Eric's name and likeness in the Unlawful Book.

301. Eric's name and likeness have intrinsic value, especially as they pertain to the Unlawful Book.

302. Kouri misappropriated Eric's name and likeness for her own use and benefit.

303. Upon information and belief, Kouri has marketed and sold copies of the Unlawful Book throughout the United States.

304. Upon information and belief, Kouri has solely retained all revenue generated from sales of the Unlawful Book.

305. Because of Kouri's misappropriation, Katie is entitled to a judgment in an amount to be determined at trial but in no event less than the amount of all revenue generated from the sales of the Unlawful Book.

306. Katie is further entitled to a permanent injunction forever barring Kouri from disseminating, selling, or reproducing the Unlawful Book.

**FOURTEENTH CAUSE OF ACTION**  
**(Abuse of Personal Identity – Utah Code Ann. § 45-3-3)**  
**(Against Kouri)**

307. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

308. Through several different forms of media, including but not limited to Amazon.com and Good Things Utah on ABC4, Kouri advertised, marketed, and promoted the Unlawful Book.

309. In so doing, Kouri incorrectly and inappropriately used Eric's identity in a manner that expressed or implied that he and/or Katie approved, would approve, endorsed, or would endorse the Unlawful Book's subject matter.

310. Kouri used Eric's identity in her advertising, marketing, and promotions without first obtaining Katie's prior consent.

311. Kouri has consequently abused Eric's personal identity.

312. As a proximate cause of Kouri's abuse, Katie, as personal representative, has been harmed in an amount to be determined at trial.

313. Pursuant to Utah Code section 45-3-4, Katie is entitled to a judgment against Kouri for consequential damages, exemplary damages, and reasonable attorney fees and costs.

314. Katie is further entitled under section 45-3-4 to an injunction precluding Kouri from further using Eric's identity in any advertising, marketing, or promotions associated with the Unlawful Book.

**FIFTEENTH CAUSE OF ACTION**  
**(Violations of the Utah Pattern of Unlawful Activity Act -**  
**Utah Code Ann. § 76-10-1603, -1605)**  
**(Against Kouri)**

315. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

316. Kouri received over \$1,500,000 by engaging in a pattern of unlawful activity.

317. Kouri and KRR, individually and/or together are each a "person" and an "enterprise" as defined in Utah Code section 76-10-1602.

318. Specifically, Kouri engaged in the following non-exhaustive pattern of "unlawful activities":

- a. By intentionally using Eric's personal identifying information for purposes of fraudulently obtaining the Fraudulent \$250,000 Loan and the Secret Policies, Kouri committed identity fraud, a violation of Utah Code sections 76-10-1602(4)(pp) and 76-6-1102;
- b. By diverting Eric's estimated tax payments and falsely representing to him and others that she had appropriately remitted those payments to the IRS and Utah

State Tax Commission, Kouri committed theft by deception, a violation of Utah Code sections 76-10-1602(4)(w) and 76-6-405(2);

- c. By forging the Power of Attorney, presenting the Power of Attorney to TCF National Bank, and making material misrepresentations regarding the Power of Attorney so as to induce TCF National Bank to provide the Fraudulent \$250,000 Loan, Kouri committed mortgage fraud, a violation of Utah Code sections 76-10-1602(4)(qq) and 76-6-1203(2);
- d. By forging the Power of Attorney, Minnesota Life application, TruStage application, and other life insurance applications and documents so as to surreptitiously and fraudulently obtain the Fraudulent \$250,000 Loan and the Secret Policies, Kouri committed forgery, a violation of Utah Code sections 76-10-1602(4)(aa) and 76-6-501(2);
- e. By (i) forging the Minnesota Life application, TruStage application, and other life insurance applications and documents, (ii) providing false information on the TruStage application, and (iii) submitting a death benefit claim after committing a disqualifying offense, all for the purpose of surreptitiously obtaining and profiting from the Secret Policies, Kouri committed insurance fraud, a violation of Utah Code sections 76-10-1602(4)(mm) and 76-6-521(2);
- f. By purchasing illicit fentanyl on one or more occasions and indicating to C.L. an intent to distribute that fentanyl to others, Kouri violated Utah Code sections 76-10-1602(4)(g), 58-37-8(1)(a)(iii), and 58-37-8(2)(b)(ii);

- g. By poisoning Eric with five times the lethal limit of fentanyl, Kouri committed a criminal homicide offense, a violation of Utah Code sections 76-10-1602(4)(l), 76-5-201(2), and 76-5-202(2)(vii) and (xvi);
- h. By engaging in a pattern of racketeering activity, including without limitation (i) unlawfully obtaining and intending to distribute a controlled substance and (ii) defrauding one or more financial institutions, Kouri committed offenses outlined in the federal Racketeer Influenced and Corrupt Organizations Act, a violation of 18 U.S.C. §§ 1961(B)-(D), 1962, and Utah Code section 76-10-1602(4)(llll).

319. Kouri committed the foregoing acts in calculated, systematic fashion and for no reason other than to actualize a horrific endgame—to conceal her ruinous debt, misappropriate assets for the benefit of her personal businesses, orchestrate Eric’s demise, and profit from his passing.

320. Having received proceeds derived from her unlawful activities, Kouri used some or all of the ill-gotten funds to invest in or operate an enterprise, whether her own or that of KRR.

321. Through a pattern of unlawful activity, Kouri maintained an interest in and control of an enterprise, whether her own or that of KRR.

322. Kouri participated in the activities of an enterprise’s affairs through a pattern of unlawful activity

323. As a direct and proximate result of Kouri’s unlawful pattern of activity, Katie, as personal representative, has been damaged in an amount to be determined at trial but in no event less than \$1,500,000.

324. Pursuant to Utah Code sections 76-10-105(1)-(2), Katie, as personal representative, is entitled to a judgment against Kouri for double her actual damages, attorney fees, costs, and pre- and post-judgment interest.

**SIXTEENTH CAUSE OF ACTION**  
**(Wrongful Death – Utah Code Ann. §§ 78B-3-106, -107)**  
**(Against Kouri)**

325. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

326. Kouri had a duty to treat Eric—her husband—in a reasonably prudent manner so as to avoid harming him, including without limitation a duty not to unlawfully administer lethal quantities of controlled substances to Eric.

327. Kouri breached her duty by causing Eric to orally ingest five times the lethal limit of illicit fentanyl.

328. As a direct and proximate result of Kouri’s conduct, Eric died.

329. As a direct and proximate result of Kouri’s conduct, Katie, as personal representative, incurred medical expenses, funeral expenses, estate administration expenses, and other economic and general damages.

330. As a direct and proximate result of Kouri’s conduct, Eric’s children—the heirs of his estate—have lost the future sharing of love and companionship with their father.

331. As a direct and proximate result Kouri’s conduct, Katie, as personal representative and for the benefit of Eric’s estate, lost Eric’s reasonably-anticipated net financial productivity, including his substantial annual income from C&E.

332. By knowingly and intentionally poisoning Eric, Kouri demonstrated a reckless indifference toward and absolute disregard of Eric's rights, safety, health, and well-being.

333. Katie, as personal representative, is entitled to a judgment against Kouri in an amount to be determined at trial but in no event less than \$5,000,000, plus punitive damages, attorney fees, and pre- and post-judgment interest.

**SEVENTEENTH CAUSE OF ACTION**  
**(Personal Injury Survival Cause of Action –**  
**Utah Code Ann. §§ 78B-3-106, -107 – Battery)**  
**(Against Kouri)**

334. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

335. By knowingly and intentionally obtaining illicit fentanyl for the purpose of surreptitiously poisoning Eric, Kouri intended to cause a harmful and offensive contact with Eric.

336. By knowingly and intentionally poisoning Eric, Kouri did, in fact, make harmful and offensive contact with Eric.

337. Kouri's conduct was willful, malicious, wanton, and demonstrated a reckless disregard for Eric's rights, safety, and well-being.

338. As a direct and proximate result of the poisoning, Eric experienced severe pain and suffering, culminating in his death.

339. Katie, as personal representative, is entitled to a judgment against Kouri in an amount to be determined at trial, including special, general, punitive, and exemplary damages, plus attorney fees, costs, and pre- and post-judgment interest.

**EIGHTEENTH CAUSE OF ACTION**

**(Alter Ego)**

**(Against Kouri and KRR)**

340. Katie hereby incorporates by reference the allegations set forth above as if fully set forth herein.

341. Upon information and belief, Kouri operates KRR solely for her own personal benefit.

342. Upon information and belief, Kouri and KRR have not observed corporate formalities, have commingled funds, and have used each other's resources without appropriately booking, accounting for, or reporting those transactions.

343. Upon information and belief, KRR is undercapitalized.

344. Upon information and belief, KRR is a façade for Kouri's personal operations, including her efforts to obtain credit from scores of lenders.

345. Upon information and belief, KRR maintains no company books or records in the ordinary course of business that are separate or distinct in any way from Kouri's personal records.

346. Such a unity of interest and ownership exists between Kouri and KRR that the separate personalities of Kouri and KRR no longer exist individually but are instead the alter ego of each other.

347. Observation of KRR's corporate form, or of any separation or distinction between Kouri and KRR, would sanction a fraud, promote injustice, and result in an inequity.

348. Katie is entitled to an Order declaring that each of Kouri and KRR is the alter ego of the other and is therefore jointly and severally liable for all damages caused to Katie by either or both of Kouri or KRR.

**PRAYER FOR RELIEF**

WHEREFORE, Katie prays for judgment against Kouri as follows:

1. On the First Cause of Action, asserting conversion and theft for the Stolen Bank Account Money, for judgment against Kouri and KRR in the amount of not less than \$200,000, the exact amount to be determined at trial, plus punitive damages, pre- and post-judgment interest, attorney fees, and costs.
2. On the Second Cause of Action, asserting conversion and theft for the Fraudulent Credit Card Charges, for judgment against Kouri in the amount of not less than \$30,000, the exact amount to be determined at trial, plus punitive damages, pre- and post-judgment interest, attorney fees, and costs.
3. On the Third Cause of Action, asserting conversion and theft for the Stolen Tax Payments, for judgment against Kouri and KRR in the amount of not less than \$84,004, plus federal and state penalties and interest, the exact amount to be determined at trial, plus punitive damages, pre- and post-judgment interest, attorney fees, and costs.
4. On the Fourth Cause of Action, asserting conversion and theft of the Retirement Accounts, for judgment against Kouri and KRR in the amount of not less than \$55,000, the exact amount to be determined at trial, plus punitive damages, pre- and post-judgment interest, attorney fees, and costs.

5. On the Fifth Cause of Action for asserting conversion and theft of the Other Estate Property, for judgment against Kouri and KRR in the amount of not less than \$300,000, the exact amount to be determined at trial, plus punitive damages, pre- and post-judgment interest, attorney fees, and costs.

6. On the Sixth Cause of Action for fraud, for judgment against Kouri in the amount of not less than \$2,000,000, the exact amount to be determined at trial, plus punitive damages, pre- and post-judgment interest, attorney fees, and costs.

7. On the Seventh Cause of Action, asserting a quasi-contract, unjust enrichment and/or quantum meruit claim, for judgment against Kouri and KRR in the amount of at least \$2,000,000, the exact amount to be proven at trial, plus interest and costs resulting from Kouri's unjust enrichment, in an amount to be proven at trial, together with pre- and post-judgment interest as provided under Utah law.

8. On the Eighth Cause of Action, for breach of fiduciary duty, for a judgment against Kouri for general, compensatory, and consequential damages, in the amount of not less than \$567,984, plus federal and state penalties and interest, the exact amount to be determined at trial, plus the amount of any wrongfully obtained life insurance proceeds, plus damages in an amount to be determined with regard to the Power of Attorney and Second Mortgage, plus on-going interest, punitive damages, interest, attorney fees, and costs.

9. On the Ninth Cause of Action, for breach of contract, a judgment against Kouri in the amount of \$567,984, plus federal and state penalties and interest on the Stolen Tax Payments, the exact amount to be proven at trial.

10. On the Tenth Cause of Action, for wrongful lien, for a judgment against Kouri in the amount of 750,000 (\$250,000 of actual damages trebled), the exact amount to be proven at trial, plus costs and attorneys' fees.

11. On the Eleventh Cause of Action, for an accounting by Kouri of all of her activities with regard to Eric's finances, for an order directing Kouri to provide the Estate and the Trust with access to her books, records, and all other documents, and further ordering Kouri to pay for the costs of the accounting, plus attorney fees to the extent provided by law.

12. On the Twelfth Cause of Action, for an order compelling Kouri to (i) provide a complete accounting of all her activities and (ii) pay all audit costs, including without limitation, all professional services necessary to audit Kouri's actions to determine her activities and identify questionable, improper transactions, and unlawful transactions.

13. On the Thirteenth Cause of Action, for a judgment against Kouri in the amount of all revenues generated from the sales of the Unlawful Book, as well as an injunction barring Kouri from disseminating, selling, or reproducing copies of the Unlawful Book.

14. On the Fourteenth Cause of Action, pursuant to Utah Code section 45-3-4, for a judgment against Kouri (i) awarding Katie compensatory damages, exemplary damages, and reasonable attorney fees and costs, and (ii) enjoining Kouri from using Eric's identity in any marketing, advertising, or promotions associated with the Unlawful Book.

15. On the Fifteenth Cause of Action, for a judgment against Kouri in an amount not less than \$1,500,000, plus double damages in accordance with Utah Code sections 76-10-105(1)-(2), attorney fees, costs, and pre- and post-judgment interest.

16. On the Sixteenth Cause of Action, for a judgment against Kouri in an amount not less than \$5,000,000, plus punitive damages, attorney fees, costs, and pre- and post-judgment interest.

17. On the Seventeenth Cause of Action, for a judgment against Kouri for special, general, punitive, and exemplary damages, plus attorney fees, costs, and pre- and post-judgment interest in an amount to be determined at trial.

18. On the Eighteenth Cause of Action, for an Order and declaration that Kouri and KRR are each the alter ego of the other and are therefore jointly and severally liable for all damages caused to Katie.

19. For such other and further relief as the Court deems just and equitable under the circumstances.

DATED 27th day of June, 2023.

BENNETT TUELLER JOHNSON & DEERE

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