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Attorney for Defendants, Counterclaimant,
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**IN THE THIRD JUDICIAL DISTRICT COURT
TOOELE COUNTY, STATE OF UTAH**

Skull Valley Health Care, LLC, a tribal
entity, and Skull Valley Health Clinic LLC,
a tribal entity d/b/a Warrior Spirit Recovery
Center,

Plaintiff,

v.

NorStar Consultants LLC, a Utah Company,
Ashanti Moritz, an individual, and DOES IV.

Defendants,

Ashanti Moritz, an individual,

Counterclaim/Crossclaim Plaintiff,

and

Skull Valley Health Care, LLC, a tribal entity;
Candace Bear, an individual, Dwayne Wash, an
individual, and Victor Garcia, an individual,

Counterclaim/Third-Party Crossclaim
Defendants.

**ANSWER TO COMPLAINT,
COUNTERCLAIM, AND
THIRD-PARTY CROSSCLAIMS**

CASE No. 220300382

JUDGE: TERESA WELCH

Defendants, NorStar Consultants, LLC and Ashanti Moritz, by and through undersigned
counsel hereby answer the specific allegations made against them in Plaintiffs, Skull Valley

Health Care, LLC, Skull Valley Health Clinic LLC, d/b/a Warrior Spirit Recovery Center's ("Plaintiffs") Complaint, and Ashanti Moritz hereby asserts her counterclaim against Plaintiff, Skull Valley Health Care, LLC, and asserts her third-party crossclaim against Third Party Crossclaim Defendants, Candace Bear, Dwayne Wash, and Victor Garcia, as follows:

ANSWER

1. Defendants do not have sufficient information to admit or deny the allegations in paragraph 1 and so denies them.
2. Defendants do not have sufficient information to admit or deny the allegations in paragraph 2 and so denies them.
3. Defendants admit the allegations in paragraph 3.
4. Plaintiffs' allegations in Paragraph 4 are vague, overly general, and otherwise are not subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants do not have sufficient information to admit or deny the allegations in paragraph 4 and so deny them.
5. Plaintiffs' allegations in Paragraph 4 are vague, overly general, and otherwise are not subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants deny that the name or phrase "Warrior Spirit" is a brand name. To the extent "Warrior Spirit" is a brand name, the Defendants deny that the Plaintiffs use such brand name in the course or scope of their business.
6. Defendants admit the allegations in paragraph 6.
7. Defendants deny the allegations in paragraph 7.
8. Defendants admit the allegations in paragraph 8.
9. Defendants admit the allegations in paragraph 9.
10. Plaintiffs' allegations in Paragraph 10 are vague, overly general, call for a legal conclusion, and are not otherwise subject to a specific response. To the extent that

Plaintiffs' allegations are subject to a specific response, Defendants deny that any other individuals, corporations, or other entities acted in concert with, worked or acted as an agent or representative, to further any interest to deprive or which did deprive the Plaintiffs of any right or interest belonging to the Plaintiffs or to harm the Plaintiffs in any manner.

11. Defendants admit that this Court has jurisdiction over the causes of action asserted by the Plaintiffs. Notwithstanding the foregoing to the extent that Plaintiffs' claims touch on or involve claims regarding copyright, Defendants deny that this Court has jurisdiction to hear any such claim or consider any such allegation.
12. Defendants admit that venue is proper in Tooele, County, Utah. Notwithstanding the foregoing, Defendants deny that NorStar Consultants LLC is principally located in Tooele, Tooele County, Utah.
13. Defendants deny the allegations in paragraph 13.
14. Plaintiffs' allegations call for a legal conclusion and are not supported by the allegations in Plaintiffs' Complaint and so Defendants deny the allegations in paragraph 14.
15. Plaintiffs' allegations in Paragraph 15 are vague, overly general, call for a legal conclusion, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants do not have sufficient information to admit or deny the allegations in paragraph 15 and so deny them.
16. Defendants deny the allegations in paragraph 16.
17. Defendants deny the allegations in paragraph 17.
18. Defendants admit that on or about June 1, 2019, Tyson Dixon hired Ashanti Moritz to be the Community Outreach Director for Team Recovery Stewards, LLC. Defendants

do not have sufficient information to admit or deny that Tyson Dixon was acting on behalf of Skull Valley Health Clinic LLC and so deny this allegation. Defendants deny that Warrior Spirit is a legal entity or d/b/a that employed Ashanti Moritz or which could employ any individual or contract with any person, organization, or governmental agency.

19. Defendants deny the allegations in paragraph 19.
20. Plaintiffs' allegations in Paragraph 20 are vague, overly general, call for a legal conclusion, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that Ashanti Moritz was employed to assist in identifying individuals in need of substance use disorder treatment and directing such individuals to contact Skull Valley Health Care LLC d/b/a Warrior Spirit Recovery Community and Warrior Spirit Recovery Center so that they could obtain an assessment for their treatment needs. Defendants deny that Warrior Spirit is a legal entity or d/b/a that has a rehabilitation program, provides any service, or employed Ashanti Moritz.
21. Plaintiffs' allegations in Paragraph 21 are vague, overly general, call for a legal conclusion, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that Ashanti Moritz was employed to build relationships with community leaders and patients. Defendants deny that Warrior Spirit is a brand, legal entity, or d/b/a that employed Ashanti Moritz.
22. Defendants admit the allegations in paragraph 22.
23. Plaintiffs' allegations in Paragraph 23 are vague, overly general, call for a legal conclusion, and are not otherwise subject to a specific response. To the extent that

Plaintiffs' allegations are subject to a specific response, Defendants deny that Warrior Spirit is a brand, legal entity, or d/b/a that employed or could employ Ashanti Moritz.

24. Defendants deny the allegations in paragraph 24.
25. Plaintiffs' allegations in Paragraph 25 are vague, overly general, call for a legal conclusion, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that Ashanti Moritz established and maintained a Facebook page called "Warrior Spirit Recovery Community." Defendants deny that Ashanti Moritz established the Facebook page during the course of her employment with Skull Valley Health Clinic, LLC. Defendants deny that Ashanti Moritz established or maintained the Facebook page on behalf of Skull Valley Health Clinic, LLC.
26. Defendants admit that Ashanti Moritz established the "Warrior Spirit Recovery Community" Facebook page on or about June 14, 2019. Defendants deny that on June 14, 2019, Ashanti Moritz was an employee of Skull Valley Health Clinic, LLC. Defendants deny that Ashanti Moritz established the Facebook page as an employee of Skull Valley Health Clinic, LLC.
27. Defendant do not have sufficient information to admit or deny the allegations in paragraph 27 and so deny them.
28. Defendant do not have sufficient information to admit or deny the allegations in paragraph 28 and so deny them.
29. Defendants admit that between June 14, 2019, and February 15, 2020, Ashanti Moritz posted content on the "Warrior Spirit Recovery Community" Facebook page and solicited and received "likes" and "recommendations" for the "Warrior Spirit Recovery Community" Facebook page and reposted content to the "Warrior Spirit Recovery Community" Facebook page. Defendants deny Ashanti Moritz posted to, solicited

“likes” or “recommendations” for or reposted content to the “Warrior Spirit Recovery Community” on behalf of Skull Valley Health Clinic, LLC.

30. Defendants deny the allegations in paragraph 30.
31. Defendants admit that after February 15, 2020, Ashanti Moritz posted content on the “Warrior Spirit” Facebook page and solicited and received “likes” and “recommendations” for the “Warrior Spirit” Facebook page and reposted content to the “Warrior Spirit” Facebook page. Defendants deny Ashanti Moritz posted to, solicited “likes” or “recommendations” for or reposted content to the “Warrior Spirit” on behalf of Skull Valley Health Clinic, LLC.
32. Defendants deny the allegations in paragraph 32.
33. Defendants admit the allegations in paragraph 33.
34. Defendants admit the allegations in paragraph 34.
35. Defendants admit the allegations in paragraph 35.
36. Defendants deny the allegations in paragraph 36.
37. Defendants admit the allegations in paragraph 37.
38. Defendants admit the allegations in paragraph 38.
39. Defendants admit the allegations in paragraph 39.
40. Defendants admit the allegations in paragraph 40.
41. Defendants admit the allegations in paragraph 41.
42. Defendants deny the allegations in paragraph 42.
43. Defendants admit the allegations in paragraph 43.
44. Defendants admit the allegations in paragraph 44.
45. Plaintiffs’ allegation in paragraph 45 incorporates all allegations previously set forth in their Complaint. Defendants stand by their answers previously stated to all such allegations.

46. Defendants do not have sufficient information to admit or deny the allegations in paragraph 46 and so deny them.
47. Defendants do not have sufficient information to admit or deny the allegations in paragraph 47 and so deny them.
48. Defendants admit that Skull Valley Health Care, LLC and Skull Valley Health Clinic, LLC have both used the phrase “Warrior Spirit.” Defendants deny that the phrase “Warrior Spirit” is a tradename of either Skull Valley Health Care, LLC or Skull Valley Health Clinic, LLC.
49. Defendants do not have sufficient information to admit or deny the allegations in paragraph 49 and so deny them.
50. Defendants deny the allegations in paragraph 50.
51. Defendants deny the allegations in paragraph 51.
52. Plaintiffs’ allegations in paragraph 52 are vague, overly general, call for a legal conclusion, and otherwise are not subject to a specific response. To the extent that Plaintiffs’ allegations are subject to a specific response, Defendants deny that 17 U.S. Code §201 provides either complete or unqualified ownership of a copyright to an employer.
53. Defendants admit the allegations in paragraph 53.
54. Defendants deny the allegations in paragraph 54.
55. Defendants do not have sufficient information to admit or deny the allegations in paragraph 55 and so deny them.
56. Defendants deny the allegations in paragraph 56.
57. Defendants do not have sufficient information to admit or deny the allegations in paragraph 57 and so deny them.

58. Defendants do not have sufficient information to admit or deny the allegations in paragraph 58 and so deny them.
59. Defendants admit the allegations in paragraph 59.
60. Plaintiffs' allegations in Paragraph 60 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that on or about March 14, 2022, Ashanti Moritz changed the background photo on the NorStar Consultants' Facebook page. Defendants otherwise deny Plaintiffs' allegations in paragraph 60.
61. Plaintiffs' allegations in Paragraph 61 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that the photo identified was a screenshot of the background photo on the Norstar Consultants' Facebook page on March 14, 2022.
62. Plaintiffs' allegations in Paragraph 62 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that on or about March 14, 2022, Ashanti Moritz changed the profile photo on the NorStar Consultants' Facebook page. Defendants otherwise deny Plaintiffs' allegations in paragraph 62.
63. Plaintiffs' allegations in Paragraph 63 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that the photo identified was a screenshot of the profile photo on the Norstar Consultants' Facebook page on March 14, 2022.
64. Plaintiffs' allegations in Paragraph 64 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that on or about March 14, 2022, Ashanti Moritz updated the website address on the NorStar Consultants' Facebook page to

<http://Norstarconsultants.com>. Defendants otherwise deny Plaintiffs' allegations in paragraph 64.

65. Plaintiffs' allegations in Paragraph 65 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that on or about March 14, 2022, Ashanti Moritz updated the telephone number on the NorStar Consultants' Facebook page to (385) 256-8750. Defendants otherwise deny Plaintiffs' allegations in paragraph 65.
66. Defendants deny the allegations in paragraph 66.
67. Defendants admit that Skull Valley Health Clinic LLC is located at 1959 North Aaron Drive, Tooele, Utah 84074. Defendants deny that "Warrior Spirit" is a d/b/a of Skull Valley Health Clinic, LLC or that Skull Valley Health Clinic, LLC does business as Warrior Spirit.
68. Defendants deny the allegations in paragraph 68.
69. Plaintiffs' allegations in Paragraph 69 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that on or about March 18, 2022, Ashanti Moritz changed the name on her Facebook page from Warrior Spirit to NorStar Consultants. Defendants otherwise deny Plaintiffs' allegations in paragraph 69.
70. Defendants admit the allegations in paragraph 70.
71. Defendants admit the allegations in paragraph 71.
72. Defendants admit the allegations in paragraph 72.
73. Defendants admit the allegations in paragraph 73.
74. Defendants admit the allegations in paragraph 74.
75. Defendants admit the allegations in paragraph 75.

76. Plaintiffs' allegations in Paragraph 76 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants admit that Ashanti Moritz retained photos on her Facebook page of events where she was honored. Defendants otherwise deny Plaintiffs' allegations in paragraph 76.
77. Defendants admit the allegation in paragraph 77.
78. Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 78 and so deny them.
79. Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 79 and so deny them.
80. Defendants deny the allegations in paragraph 80.
81. Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 81 and so deny them.
82. Defendants deny the allegations in paragraph 82.
83. Defendants deny the allegations in paragraph 83.
84. Defendants deny the allegations in paragraph 84.
85. Defendants deny the allegations in paragraph 85.
86. Defendants deny the allegations in paragraph 86.
87. Defendants deny the allegations in paragraph 87.
88. Defendants deny the allegations in paragraph 88.
89. Defendants deny the allegations in paragraph 89.
90. Defendants deny the allegations in paragraph 90.
91. Defendants deny the allegations in paragraph 91.

92. Plaintiffs' allegation in paragraph 92 incorporates all allegations previously set forth in their Complaint. Defendants stand by their answers previously stated to all such allegations.
93. Defendants deny the allegations in paragraph 93.
94. Defendants admit the allegations in paragraph 94.
95. Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 95 and so deny them.
96. Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 96 and so deny them.
97. Defendants admit the allegations in paragraph 97.
98. Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 98 and so deny them.
99. Defendants deny the allegations in paragraph 99.
100. Plaintiffs' allegations in paragraph 100 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 100 and so deny them.
101. Defendants deny the allegations in paragraph 101.
102. Plaintiffs' allegations in paragraph 102 are vague, overly general, and are not otherwise subject to a specific response. To the extent that Plaintiffs' allegations are subject to a specific response, Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 102 and so deny them.
103. Defendants do not have sufficient information to admit or deny Plaintiffs' allegations in paragraph 103, and so deny them.
104. Defendants deny the allegations in paragraph 104.

105. Defendants deny the allegations in paragraph 105.
106. Plaintiffs' allegation in paragraph 106 incorporates all allegations previously set forth in their Complaint. Defendants stand by their answers previously stated to all such allegations.
107. Defendants admit the allegations in paragraph 107.
108. Defendants admit the allegations in paragraph 108.
109. Defendants admit the allegations in paragraph 109.
110. Defendants admit the allegations in paragraph 110.
111. Defendants deny the allegations in paragraph 111.
112. Defendants deny the allegations in paragraph 112.
113. Defendants deny the allegations in paragraph. 113.
114. Defendants deny the allegations in paragraph 114.
115. Defendants deny the allegations in paragraph 115.
116. Defendants deny the allegations in paragraph 116.
117. Defendants do not have sufficient information to admit or deny the Plaintiffs' allegations in paragraph 117 and so deny them.
118. Defendants deny the allegations in paragraph 118.
119. Defendants admit the allegations in paragraph 119.
120. Defendants deny the allegations in paragraph 120.
121. Defendants admit the allegations in paragraph 121.
122. Plaintiffs' allegations in paragraph 122 are vague, overly broad, call for a legal conclusion, and otherwise are not subject to a specific response. To the extent that the Plaintiffs' allegations are subject to a specific response, Defendants deny the allegations in paragraph 122.

123. Plaintiffs' allegations in paragraph 123 are vague, overly broad, call for a legal conclusion, and otherwise are not subject to a specific response. To the extent that the Plaintiffs allegations are subject to a specific response, Defendants deny the allegations in paragraph 123.

124. Defendants deny the allegations in paragraph 124.

125. Defendants deny the allegations in paragraph 125.

126. Defendants admit the allegations in paragraph 126.

127. Defendants admit the allegations in paragraph 127.

128. Plaintiffs' allegations in paragraph 128 are vague, overly broad, call for a legal conclusion, and otherwise are not subject to a specific response. To the extent that the Plaintiffs allegations are subject to a specific response, Defendants admit that the quote cited in Plaintiffs' allegation in paragraph 128 is from Facebook's Terms of Service.

129. Defendants deny the allegations in paragraph 129.

130. Defendants admit the allegations in paragraph 130.

131. Defendants deny the allegations in paragraph 131.

132. Defendants deny the allegations in paragraph 132.

133. Defendants deny the allegations in paragraph 133.

134. Defendants deny the allegations in paragraph 134.

135. Plaintiffs' allegation in paragraph 135 incorporates all allegations previously set forth in their Complaint. Defendants stand by their answers previously stated to all such allegations.

136. Defendants admit the allegations in paragraph 136.

137. Defendants deny the allegations in paragraph 137.

138. Defendants deny the allegations in paragraph 138.

139. Defendants admit the allegations in paragraph 139.

140. Defendants admit the allegations in paragraph 140.
141. Defendants deny the allegations in paragraph 141.
142. Plaintiffs' allegation in paragraph 142 incorporates all allegations previously set forth in their Complaint. Defendants stand by their answers previously stated to all such allegations.
143. Defendants deny the allegations in paragraph 143.
144. Defendants deny the allegations in paragraph 144.
145. Defendants deny the allegations in paragraph 145.
146. Defendants deny the allegations in paragraph 146.
147. Defendants deny each and every allegation not specifically admitted herein.

AFFIRMATIVE DEFENSES

FIRST SEPARATE DEFENSE

1. As for a first separate and distinct defense, the answering Defendants allege that the Complaint and each and every cause of action contained therein, fails to state facts sufficient to constitute a viable cause of action against these Defendants.

SECOND SEPARATE DEFENSE

2. As and for a second separate and distinct defense, the answering Defendants allege the wrongful acts alleged in Plaintiffs' Complaint, if any, were the proximate result of acts, omissions, breaches of duty or other wrongdoing of persons or entities other than these Defendants. Such other persons and entities are principally, primarily, or solely responsible for Plaintiffs' alleged claims including any damage to the Plaintiffs.

THIRD SEPARATE DEFENSE

3. As and for a third separate and distinct defense, the answering Defendants allege the wrongful acts alleged in Plaintiffs' Complaint, if any, created no injury or likelihood of injury to Plaintiffs.

FOURTH SEPARATE DEFENSE

4. As and for a fourth separate distinct defense, without waiving any other defense, affirmative or otherwise, the answering Defendants allege that to the extent that any action or business practice may have been engaged in by Defendants, the utility of the Defendants' conduct or its business outweighs any harm caused to the Plaintiffs from such action, or business practice.

FIFTH SEPARATE DEFENSE

5. As and for a fifth separate distinct defense, the answering Defendants are informed and believe, and thereon allege, that this action is barred by Plaintiffs' failure to provide adequate notice to the Defendants.

SIXTH SEPARATE DEFENSE

6. As and for a sixth separate and distinct defense, the answering Defendants allege that the Complaint and the claims therein are barred by the doctrine of unclean hands.

SEVENTH SEPARATE DEFENSE

7. As and for a seventh separate and distinct defense, the answering Defendants allege that Plaintiffs' causes of action and each of them are barred by the doctrines of laches, estoppel and waiver.

EIGHTH SEPARATE DEFENSE

8. As and for an eighth separate and distinct defense, the answering Defendants allege that the Defendants' acts and/or practices were not unfair and/or do not violate any established public policy, common law, or statutory law.

NINTH SEPARATE DEFENSE

9. As and for a ninth separate and distinct defense, the answering Defendants allege that if Plaintiffs have been damaged in any respect it has been as result of Plaintiffs' own actions and not as a result of any action on the part of the answering Defendants.

TENTH SEPARATE DEFENSE

10. As and for a tenth separate and distinct defense, the answering Defendants allege that Plaintiffs' claims and each of them are barred by the doctrine of collateral estoppel.

ELEVENTH SEPARATE DEFENSE

11. As and for an eleventh separate and distinct defense, the answering Defendants allege that the Defendants breached no legal duty toward the Plaintiffs.

TWELFTH SEPARATE DEFENSE

12. As and for a twelfth separate and distinct defense, the answering Defendants allege that the Plaintiffs failed to take reasonable and necessary steps to mitigate the damages as alleged in the Complaint, if any there were. To the extent that such damages, if any there were incurred, Plaintiffs' recovery, if any, should be reduced accordingly.

THIRTEENTH SEPARATE DEFENSE

13. As and for a thirteenth separate and distinct defense, the answering Defendants allege that the Plaintiffs would be unjustly enriched if allowed to recover on this Complaint.

FOURTEENTH SEPARATE DEFENSE

14. The answering Defendants reserve the right to allege further affirmative defenses as they may become known through the course of discovery.

WHEREFORE, the answering Defendants request that Plaintiffs' Complaint be denied in its entirety, that Plaintiffs' Complaint be dismissed with prejudice, and that Defendants be awarded their costs and attorney's fees incurred in the defense hereof.

COUNTERCLAIM AND THIRD-PARTY CROSSCLAIM

PARTIES AND JURISDICTION

1. Counterclaimant, Ashanti Moritz ("Ms. Moritz") is a named Defendant under the principal Complaint in this matter and is a resident of Salt Lake County, Utah.

2. Counterclaim Defendant, Skull Valley Health Care, LLC (“SVHC”) is a limited liability company originally organized under the laws of the State of Utah and later allegedly “converted” to a tribal limited liability company and thereafter registered with the Utah Department of Commerce Division of Corporations and Commercial Code to do business in the state of Utah. SVHC’s principal offices are located in Tooele County, Utah.
3. Third-Party Crossclaim Defendant, Candace Bear, (“Ms. Bear”) is a resident of Tooele County, Utah, a Manager for SVHC as identified on the Foreign Registration Statement of a Tribal Limited Liability Company with the Utah Department of Commerce Division of Corporations and Commercial Code, and the Chairwoman for the Executive Committee for the Skull Valley Band of Goshute Indians of Utah (“SVBG”).
4. Third-Party Crossclaim Defendant, Dwayne Wash, (“Mr. Wash”) is a resident of Tooele County, Utah, a Manager for SVHC as identified on the Foreign Registration Statement of a Tribal Limited Liability Company with the Utah Department of Commerce Division of Corporations and Commercial Code, and the Vice-Chair for the Executive Committee for the SVBG.
5. Third-Party Crossclaim Defendant, Victor Garcia, (“Mr. Garcia”) is a resident of Salt Lake County and the Clinic Administrator for SVHC.
6. As the named Managers of SVHC, Ms. Bear and Mr. Wash met with Mr. Garcia on a regular basis and otherwise participated in regular meetings with senior staff members of SVHC.
7. Ms. Bear, Mr. Wash and the Tribal Secretary are personally responsible for approving all hiring and firing decisions regarding SVHC personnel.
8. The actions giving rise to this Complaint principally occurred in Tooele County, Utah.

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

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

GENERAL ALLEGATIONS

11. Ms. Moritz is an enrolled member of Makah Indian Tribe of Northwestern Washington.

12. Ms. Moritz is a person in long-term recovery from addiction and alcoholism who has dedicated her life to assisting other Native Americans who are struggling with addiction and other substance use disorders.

13. In 2016, Ms. Moritz became acquainted with Tyson Dixon, (“Mr. Dixon”) who was the CEO of the Renaissance Ranch Treatment Centers in Bluffdale, Utah (“Renaissance Ranch”) where Ms. Moritz was receiving outpatient treatment and care.

14. In addition to being CEO of Renaissance Ranch, Mr. Dixon is also the Manager and CEO of Team Recovery Stewards, LLC, (“Team Recovery Stewards”) a Utah limited liability company based in Riverton, Utah, and Awakening Behavioral Health, LLC, (“Awakening Behavioral Health”) a Utah limited liability company based in Bluffdale Utah.

15. In April 2019, Mr. Dixon contacted Ms. Moritz in Seattle Washington and asked her if she would help him develop a treatment program and facility focused on providing recovery services to Native Americans in Tooele, Utah.

16. On or about April 15, 2019, at the behest of Mr. Dixon, Ms. Moritz moved to Utah to work with Mr. Dixon to develop a Native American focused recovery treatment program.

17. On or about April 19, 2019, Team Recovery Stewards entered into a Management Services Agreement (“Management Agreement”) with Skull Valley Health Clinic, Inc. (“SVHC”).

18. Between April 15, 2019, and May 31, 2019, Ms. Moritz worked with Mr. Dixon to help create program and marketing materials for the Native American focused recovery facility. Ms. Moritz was not employed by or being compensated by SVHC or Team Recovery Stewards during this time.
19. Sometime between April 15, 2019, and May 15, 2019, Ms. Moritz along with Mr. Dixon and another volunteer, Adaki Talker, coined and/or identified the phrases “Warrior Spirit” and “Warrior Spirit Recovery Community” as names for the Native American treatment program and established program and other materials that formed the foundation of the Native American Treatment program they were working to develop.
20. On or about May 15, 2019, Mr. Dixon offered Ms. Moritz the position of Community Outreach Director for the Warrior Spirit Recovery Community treatment program.
21. On or about May 15, 2019, Ms. Moritz began to use and identify with the names Warrior Spirit and Warrior Spirit Recovery Community in regard to her life’s work and her personal interactions with the substance use disorder recovery community.
22. Beginning on or about June 1, 2019, and continuing through August 1, 2019, Ms. Moritz worked for and was paid by Awakening Behavioral Health.
23. On or about August 1, 2019, Ms. Moritz was hired by and put on the payroll for SVHC and given the title of Community Outreach Director by Tyson Dixon and Sheila Urias (“Ms. Urias”), who was President of SVHC and the Secretary for the Executive Committee for the SVBG at the time.
24. Between May 15, 2019, and November 30, 2019, on behalf of Team Recovery Stewards and SVHC, Ms. Moritz made major and important contributions to the development of the Warrior Spirit Recovery Community treatment program, including but not limited to creating program materials, establishing relationships with tribal and

community organizations involved in and critical to the availability of substance use disorder recovery services in Utah and available for Native Americans. These tribal and community organizations included but were not limited to the Urban Indian Walk-In Center of Salt Lake, White Bison, Inc., Generation Red Road, Inc., Volunteers of America, Utah, Tooele Opioid Response Network of the Utah State University Extension: Health and Wellness Tooele, the Tooele County Health Department, and numerous hospitals and substance use disorder treatment facilities in the community.

25. On information and belief, in November 2019, the business relationship between SVHC and Mr. Dixon deteriorated, and the Management Agreement with Team Recovery Stewards was suspended.
26. Between November 30, 2019, and November 1, 2021, Ms. Moritz had multiple supervisors including Mr. Dixon, Ms. Urias, Neil Crabtree (“Mr. Crabtree”), Benjamin Grindstaff, (“Mr. Grindstaff”), SVHC’s legal counsel at the time, Randy Moss (“Dr. Moss”), and finally Victor Garcia (“Mr. Garcia”).
27. In December 2019, Ms. Moritz was informed by Ms. Urias that SVHC’s substance use disorder treatment program would operate under the d/b/a of Warrior Spirit Recovery Center rather than Warrior Spirit Recovery Community and that Ms. Urias would be Ms. Moritz’ direct supervisor.
28. At no time between May 15, 2019, and November 1, 2021, was Ms. Moritz ever provided a written job description or even reasonably informed about what her job duties entailed. Rather, Ms. Moritz was simply tasked with finding potential clients for the recovery center and working with community and tribal leaders to promote the services provided by the Warrior Spirit Recovery Community and/or the Warrior Spirit Recovery Center respectively.

29. Between May 15, 2019, and January 25, 2022 – the date her employment was terminated by SVHC, Ms. Moritz went to extraordinary efforts to ensure that Warrior Spirit Recovery Community and/or Warrior Spirit Recovery Center operated at maximum capacity, both because this was her understanding of her job responsibilities and because it helped to fulfill her own dedication to helping other Native Americans in need of substance use recovery treatment.
30. As a direct result of the extraordinary work Ms. Moritz performed, SVHC was able to earn millions of dollars in compensation for SVHC’s substance use disorder treatment services.
31. On or about August 15, 2020, Mr. Garcia was hired to serve as SVHC’s Clinic Administrator and was assigned to be Ms. Moritz direct supervisor.
32. Following Mr. Garcia being hired and assigned as Ms. Moritz immediate supervisor, Ms. Moritz was subjected to regular and repeated derogatory comments by SVHC staff regarding her Native American heritage, including but not limited to comments that her tribe is not a “real tribe” and that she was a “shareholder” not a real enrolled tribal member.
33. On information and belief, Mr. Garcia encouraged the derogatory comments tht were being directed to Ms. Moritz.
34. Following Mr. Garcia being hired and assigned as Ms. Moritz immediate supervisor, Ms. Moritz was not provided an office or workspace where she could perform her duties.
35. Following Mr. Garcia being hired and assigned as Ms. Moritz immediate supervisor, Ms. Moritz was regularly made to feel unwelcome at company and employee meetings by Mr. Garcia.

36. Following Mr. Garcia being hired and assigned as Ms. Moritz immediate supervisor, requests made by Ms. Moritz for materials, information, approval of activities, and authorizations needed to fulfill Ms. Moritz' job responsibilities were ignored, unreasonably delayed, unreasonably denied, and publicly derided by Mr. Garcia.
37. On information and belief, Mr. Garcia ignored, unreasonably delayed, unreasonably denied, and publicly derided the requests made by Ms. Moritz for materials, information, approval of activities, and authorizations needed to fulfill Ms. Moritz' job responsibilities because of Mr. Garcia, Ms. Bear, and Mr. Wash's unlawful bias and prejudice against Ms. Moritz based on her tribal heritage, her gender, and her status as a person in recovery.
38. In September 2020, Mr. Garcia provided Ms. Moritz a copy of SVHC's Employee Policies ("Employee Handbook"). See Exhibit 1.
39. The Employee Handbook includes an express Native American Preference and Anti-Discrimination Policy. See Exhibit 1, p. 7.
40. The Employee Handbook also contains an express Grievance Policy. See Exhibit 1, pp. 48 – 51.
41. Ms. Bear, Mr. Wash, and the Tribal Secretary are personally responsible for reviewing and approving all policies and procedures for the SVHC including but not limited to the Employee Handbook and its contents.
42. Between September 20, 2020, and August 31, 2021, in accordance with the express Grievance Policy in the Employee Handbook, Ms. Moritz lodged complaints with Mr. Garcia, about issues Ms. Moritz was having with Mr. Garcia, his conduct, and with certain practices SVHC and in particular the intake coordinator, LeAnne Runsted ("Ms. Rundsted") was using in the clinic's intake process.

43. Ms. Moritz complaints concerning Mr. Garcia included but were not limited to complaints about discriminatory actions, inattentiveness, and unreasonable disrespect expressed, exhibited, and encouraged by Mr. Garcia which were directed toward or against Ms. Moritz.
44. Ms. Moritz complaints about SVHC practices included Ms. Runsted providing potentially false or misleading information to the Utah Department of Health Medicaid Office (“UDM”) so that SVHC could immediately bill the UDM for services provided by SVHC to Native Americans who immediately prior to the coming to SVHC had resided outside the State of Utah.
45. On information and belief, SVHC’s practices of providing false or misleading information to UDM about Native Americans who had resided outside the State of Utah may have constituted violations of Utah and Federal law.
46. On or about September 20, 2021, Ms. Moritz noticed that there was a description for the role responsibilities for an outreach specialist written on the whiteboard in Mr. Garcia’s office.
47. Upon seeing the description written on the whiteboard, Ms. Moritz asked Mr. Garcia if he intended to change her role.
48. In response to Ms. Moritz question regarding Mr. Garcia’s intent to change her role, Mr. Garcia led Ms. Moritz to believe that SVHC was going to terminate Ms. Runsted’s employment.
49. After hearing about SVHC’s intention to terminate Ms. Runsted’s employment, Ms. Moritz told Ms. Runsted about SVHC’s intentions.
50. On information and belief, on or about September 21, 2021, following a meeting with Mr. Garcia, Ms. Runsted changed her grievance from one against Mr. Garcia to a written grievance against Ms. Moritz.

51. On information and belief, Mr. Garcia helped Ms. Runsted write the written grievance against Ms. Moritz, including telling Ms. Runsted what to write in the grievance.
52. On or about September 21, 2021, Ms. Bear, Mr. Wash, and the Tribal Secretary personally directed and approved a decision to conduct an investigation into Ms. Runsted's grievance(s).
53. On information and belief, after September 21, 2021, Mr. Garcia directed Ms. Runsted and other employees of SVHC not to talk to Ms. Moritz or share any information regarding intake procedures, clients, or operations of SVHC with Ms. Moritz.
54. On October 26, 2021, Ms. Moritz asked to meet with Mr. Garcia concerning the difficulty of fulfilling her job responsibilities where her co-workers were told not to communicate with her.
55. During the meeting between Ms. Moritz and Mr. Garcia on October 26, 2021, Mr. Garcia invited a co-worker, Dr. David Allred, into the meeting and required Ms. Moritz to read, out loud, Ms. Runsted's still pending and unresolved grievance which related to her.
56. Mr. Garcia's actions requiring Ms. Moritz to read Ms. Runsted's alleged grievance about Ms. Moritz in front of Dr. Allred was hostile toward Ms. Moritz and in violation of SVHC's express Grievance Policy, the Utah Antidiscrimination Act, and Federal Civil Rights law.
57. On or about November 12, 2021, Ms. Moritz, in accordance with information she had been provided by individuals associated with SVHC, for filing, emailed her grievance concerning Mr. Garcia's actions directly with the Executive Committee for SVBG. (Exhibit 2).

58. On or about November 15, 2021, Ms. Bear sent an email to Ms. Moritz asserting that Ms. Moritz had not followed SVHC's Grievance Policy and that the Executive Committee would not consider her formal grievance. (Exhibit 2).
59. Ms. Bear and the Executive Committee's refusal to consider Ms. Moritz' formal grievance against Mr. Garcia was hostile toward Ms. Moritz and in direct violation of SVHC's Policy.
60. On information and belief, approximately November 12, 2021, a written report of the findings from the investigation into Ms. Runsted's grievance(s) was completed and provided to SVHC (the "Runsted Report").
61. On November 24, 2021, Ms. Moritz was verbally informed by Ms. Bear and Ms. Court that she was going to be suspended without pay for a period of 60 days because Ms. Moritz had allegedly made statements that Mr. Wash had a personal relationship with an employee of SVHC, Crystal Brennan ("Ms. Brennan").
62. On information and belief, Ms. Bear, Mr. Wash, and the Tribal Secretary personally determined not to provide Ms. Moritz a copy of the Runsted Report.
63. On information and belief, Ms. Bear, Mr. Wash, and Ms. Court personally determined not to provide Ms. Moritz a written notice of her suspension, or the basis for her suspension.
64. SVHC, Ms. Bear and Mr. Wash's failure to provide a written notice to Ms. Moritz regarding her suspension and the basis for her suspension is a direct violation of SVHC's employment policies.
65. At the time of Ms. Moritz's suspension, numerous other employees had made comments and/or spread rumors about Mr. Wash and Ms. Brennan's relationship.
66. SVHC maintains a chat service for employees to communicate with each other.

67. Employees regularly made comments and/or spread rumors about other employees on the chat service including speculation regarding Mr. Wash and Ms. Brennan's relationship.
68. No other employee of SVHC has ever been suspended, fired, or otherwise disciplined based on allegations the employee spread rumors.
69. On information and belief, Ms. Bear and Mr. Wash personally made the decision to hire Ms. Brennan, at least in part, because of her prior relationship with Mr. Wash.
70. On information and belief, at the time Ms. Moritz was suspended Mr. Garcia was aware that Ms. Runsted may have been providing false or misleading information to UDM and that Ms. Moritz had expressed her concern about the practice.
71. Ms. Bear and Mr. Wash, as members of the Executive Committee of SVBG are subject to recall by the General Council of the SVBG for any allegation of impropriety.
72. An allegation that a member of the Executive Committee hired an employee based on a prior relationship or had an improper relationship with an employee of SVHC could be sufficient for any tribal member of SVBG to bring a recall petition against Ms. Bear and/or Mr. Wash.
73. In accordance with the express grievance policy, Ms. Moritz formally appealed her 60-day suspension to Ms. Bear, Mr. Wash, and Ms. Court.
74. Ms. Bear and Ms. Court conducted an investigation into the allegations made by Ms. Runsted and the findings in the Rundsted Report.
75. On information and belief, Ms. Bear and Ms. Court's investigation was biased and intended to intimidate Ms. Moritz so that she would stop complaining about Mr. Garcia and the intake practices of SVHC.
76. On information and belief, the investigation was further intended to cover up Mr. Wash and Ms. Brennan's prior relationship.

77. On December 13, 2021, Ms. Moritz was served a formal Notice of Written Warning and Employee Discipline from Mr. Beckett suspending her without pay for an additional five days from the date of the letter. See Exhibit 3.
78. On or about December 20, 2021, Mr. Garcia presented a written job description to Ms. Moritz which changed her job title from Community Outreach Director to Outreach Specialist and included an ambiguous reference to developing social media for SVHC.
79. Nothing in the formal Notice of Written Warning and Employee Discipline indicated that Ms. Moritz job title or job description was subject to change.
80. On about December 20, 2021, Ms. Moritz's check from SVHC was reduced by wrongfully withheld money.
81. On or about January 25, 2022, Mr. Garcia sent an email to Ms. Moritz which included a termination letter signed by Ms. Bear. See Exhibit 4.

COUNT I

WRONGFUL TERMINATION (as to Counterclaim Defendant and all Third-Party Crossclaim Defendants)

82. Ms. Moritz repeats, realleges, and incorporates by reference herein the allegations set forth in paragraphs 1 through 81 of her Counterclaim and Third-Party Crossclaim.
83. Ms. Moritz was employed as the Community Outreach Director by SVHC from August 1, 2019, to January 25, 2022.
84. During the course of her employment with SVHC, Ms. Moritz significantly contributed to the establishment of a unique and highly profitable substance use disorder treatment program from which SVHC has earned more than \$2,000,000 in Medicaid reimbursement from UDM.

85. During the course of her employment with SVHC, Ms. Moritz became aware of certain practices by the intake staff of SVHC under which SVHC may have provided false or misleading information to UDM in order to immediately bill for Medicaid reimbursement for Native Americans who immediately prior to being admitted to SVHC had not been residents of the State of Utah.
86. Ms. Moritz notified her direct supervisor, Victor Garcia of her concerns that the intake staff may have provided false or misleading information to UDM.
87. On information and belief, SVHC had significantly profited from the improper practices of the SVHC's intake staff.
88. On information and belief, Mr. Garcia, Ms. Bear, and Mr. Wash knew of the practices of SVHC's intake staff and did not want those practices to be revealed to outside third parties including but not limited to Indian Health Services, UDM, and the General Counsel of SVBG.
89. Rather than duly consider and correct any improper practices of SVHC's intake staff, Mr. Garcia, Ms. Bear, and Mr. Wash caused Ms. Moritz employment to be unlawfully terminated to coverup and/or obfuscate any unlawful, unethical, or improper conduct of SVHC or its staff.
90. During the course of the alleged grievance investigations against Ms. Moritz, and in determining punitive measures for Ms. Moritz' alleged misconduct, SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash repeatedly violated SVHC's own employment, grievance, and termination policies as provided for under SVHC's Employee Handbook.
91. Terminating Ms. Moritz' employment in retaliation for Ms. Moritz reporting to Mr. Garcia the practices of SVHC's intake staff possibly making false or misleading statements to UDM violates a clear and substantial public policy of protecting individuals who refuse to be a party to illegal and/or wrongful acts.

92. SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash's actions to try and coverup Mr. Wash and Ms. Brennan's prior relationship to protect Ms. Bear and Mr. Wash from a potential recall petition from the General Council of the SVBG violates a clear and substantial public policy against unethical practices and self-dealing by public officials.
93. SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash's actions in conducting or causing to be conducted biased investigations and imposing grossly unreasonable and unequal discipline against Ms. Moritz violates a clear and substantial public policy against unfairness and unequal treatment in the workplace and against employers violating their own written policies and procedures.
94. SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash's violation of the identified clear and substantial public policies render Ms. Moritz' termination unlawful.
95. As a result of Ms. Moritz' unlawful termination by SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash, Ms. Moritz has been injured Ms. Moritz in an amount to be proven at trial, but which amount is not less than \$100,000.
96. The conduct of SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash was intentional or in reckless disregard of and wanton indifference towards the rights of Ms. Moritz and undertaken in bad faith thereby entitling Ms. Moritz to an award of punitive or exemplary damages in an amount to be proven at trial, but which amount is not less than \$500,000.

COUNT II

DISCRIMINATION AND HOSTILE WORK ENVIRONMENT

(as to Counterclaim Defendant and Victor Garcia)

97. Ms. Moritz repeats, realleges, and incorporates by reference therein the allegations set forth in Paragraphs 1 through 96 above. During the course of her employment,

98. SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash intentionally created a hostile work environment by allowing and encouraged SVHC staff to demean, belittle, and disrespect Ms. Moritz based on Ms. Moritz tribal affiliation, gender, and/or status as a person in recovery.
99. During the course of her employment with SVHC Ms. Moritz was subjected to comments, slurs and mistreatment based upon her ethnicity and the fact that she was from a different tribe than Defendants as alleged herein (the “harassing conduct”).
100. SVHC, Mr. Garcia, Ms. Bear, and Mr. Wash’s actions to intentionally create a hostile work environment against Ms. Moritz based on her tribal affiliation and/or her gender violate a clear and substantial public policy of anti-discrimination in the workplace.
101. The harassing conduct was unwelcome.
102. During the course of Ms. Moritz employment this conduct was severe and pervasive in that it went on for an extended period of time and was engaged in and/or encouraged by management level individuals.
103. Ms. Moritz considered the conduct to be abusive and hostile; complained of the conduct to superiors; and attempted to get it to abate.
104. The conduct made it very difficult for Ms. Moritz to perform her job and contributed to her wrongful termination.
105. A reasonable person would consider the conduct to be abusive or hostile.
106. Defendants’ conduct was in violation of the Civil Rights Act of 1964, Title VII.
107. Defendants’ conduct violates the Utah Antidiscrimination Act, U.C.C. §34A-5-101 et. seq.
108. Ms. Moritz is entitled to compensatory damages in an amount to be proven at trial but in an amount not less than \$100,000.
109. Under the provisions of Title VII, Ms. Moritz is entitled to punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Ms. Moritz respectfully prays the following relief:

1. Find for Ms. Moritz on all claims for relief as set forth above;
2. Award damages to Ms. Moritz and against all Defendants for wrongful termination in an amount to be proven at trial;
3. Award damages to Ms. Moritz for discrimination and maintaining a hostile work environment with damages as proven at trial.
4. Award punitive or exemplary damages in an amount to be proven at trial but which amount is not less than \$500,000;
5. Award all costs and fees associated with the maintenance of this action; and
6. Award any and all other relief as this Court may deem just and proper.

REQUEST FOR JURY

Pursuant to Ut. R. Civ. P. 38, Ms. Moritz requests a jury for all claims in this action so triable.

RESPECTFULLY SUBMITTED on this the 5th day of May 2022.

By: /s/ Jerome Mooney
Jerome H. Mooney
Attorney for Defendants, Counter-
Claimant and Third-Party Cross-
Claimant