

Exhibit 2
Redacted Version -
Complaint

David J. Jordan (1751)
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Attorneys for Plaintiffs

**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

CORPORATION OF THE PRESIDENT
OF THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS, a Utah
Corporation; LDS FAMILY SERVICES, a
Utah Corporation,

Plaintiffs,

v.

[REDACTED], an individual,

Defendant.

COMPLAINT

Civil No.

The Honorable

(Tier 2)

Pursuant to [Rules 7](#) and [57 of the Utah Rules of Civil Procedure](#), plaintiffs Corporation of the President of The Church of Jesus Christ of Latter-day Saints and LDS Family Services (together, “Plaintiffs”) hereby complain against defendant [REDACTED] (“Defendant”) as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Corporation of the President of The Church of Jesus Christ of Latter-day Saints is incorporated and headquartered in Utah.
2. Plaintiff LDS Family Services is incorporated and headquartered in Utah.
3. Defendant [REDACTED] is an individual residing in Utah County, Utah.
4. This Court has jurisdiction over this matter pursuant to [Utah Code § 78B-3-205](#).
5. Venue is proper in this Court pursuant to [Utah Code § 78B-3-304](#).

GENERAL ALLEGATIONS

6. In May 2016, Defendant filed a complaint in the Navajo Nation District Court, District of Window Rock, Arizona (the “Navajo court”), alleging that Plaintiffs are liable for injuries she allegedly suffered decades ago while living in Utah during her participation in a program administered by Plaintiffs called the Indian Student Placement Program.

7. On August 2, 2018, Defendant agreed to settle her claims pending in the Navajo court action. Under that settlement agreement (the “Settlement Agreement”), Plaintiffs agreed to pay Defendant \$60,000 (the “Settlement Amount”) in exchange for a release of the claims that Defendant asserted or could have asserted against Plaintiffs in the Navajo court action.

8. Before Plaintiffs tendered the Settlement Amount, Defendant announced that she did not intend to honor the Settlement Agreement, denying that her attorney was authorized to settle her claims.

9. As a result, Plaintiffs filed a declaratory judgment action in this Court (the district where Defendant resides) seeking a declaration that (1) the Settlement Agreement is valid and binding on Defendant, and (2) upon Plaintiffs' tender of the Settlement Amount, Plaintiffs were released from any claims that Defendant asserted or could have asserted against them in the Navajo court action.

10. The Court granted Plaintiffs' requested declaratory relief. Order of the Court ("Order"), *Corp. of the Pres. of The Church of Jesus Christ of Latter-day Saints v. [REDACTED]* No. 180100224 (Jan. 7, 2019), attached as Exhibit A.

11. On January 11, 2019, Plaintiffs tendered the Settlement Amount to Defendant. Jan. 11, 2019 Ltr. from David J. Jordan to David R. Jordan, attached as Exhibit B.

12. Defendant rejected Plaintiffs' tender. On January 14, 2019, Plaintiffs received in the mail the check Plaintiffs sent to Defendant with the word "VOID" written on the check. Jan. 14, 2019 Ltr. from David R. Jordan to David J. Jordan, attached as Exhibit C.

13. Pursuant to the Court's Order, upon tendering the Settlement Amount, Plaintiffs were released from any claims that Defendant asserted or could have asserted against them in the Navajo court action.

14. Despite the Settlement Agreement and this Court's Order, Defendant continues to pursue her claims against Plaintiffs in the Navajo court action. For example, Defendant

recently served discovery requests on Plaintiffs in the Navajo court action. *See* December 5, 2019, Certificate of Service of Discovery Requests, attached as Exhibit D.

FIRST CAUSE OF ACTION

(Declaratory Judgment Under [Utah Code §§ 78B-6-402, 408](#))

15. Plaintiffs hereby incorporate by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

16. An actual controversy that is ripe for judicial determination has arisen and now exists between Plaintiffs and Defendant regarding whether Plaintiffs have been released from any claims that Defendant asserted or could have asserted against them in the Navajo court action.

17. Pursuant to [Utah Code §§ 78B-6-402](#) and [408](#), Plaintiffs are entitled to a declaration determining Plaintiffs' rights under the Settlement Agreement and the Court's Order.

18. Plaintiffs seek a declaration that, having performed their obligations under the Settlement Agreement by tendering the Settlement Amount, Plaintiffs are released from any claims that Defendant asserted or could have asserted against them in the Navajo court action.

19. A declaration from this Court is necessary and appropriate at this time so that the parties may know and exercise their respective rights.

20. The interests of Plaintiffs and Defendant are adverse because Plaintiffs seek enforcement of the Settlement Agreement and the Court's Order, whereas Defendant seeks to avoid her obligations under the same.

21. Plaintiffs have a legally protectable interest in the controversy because Plaintiffs are parties to the Settlement Agreement and are named as defendants in Defendant's Navajo court action.

SECOND CAUSE OF ACTION
(Breach of Contract)

22. Plaintiffs hereby incorporate by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

23. The Settlement Agreement is a valid contract that is binding on Plaintiffs and Defendant.

24. Plaintiffs performed their obligations under the Settlement Agreement by tendering the Settlement Amount to Defendant.

25. Defendant has materially breached and continues to materially breach the Settlement Agreement by proceeding with her claims against Plaintiffs in the Navajo court action, and has thereby damaged Plaintiffs.

26. Defendant's breach of the Settlement Agreement has caused and, unless restrained and enjoined, will continue to cause irreparable harm to Plaintiffs that cannot be adequately quantified or compensated by monetary damages alone. Plaintiffs are entitled to preliminary and permanent injunctive relief to prevent Defendant from proceeding with her claims against Plaintiffs in the Navajo court action.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment and relief against Defendant and in favor of Plaintiffs as follows:

1. For a judgment declaring that Plaintiffs have been released from any claims that Defendant asserted or could have asserted against them in the Navajo court action;
2. For an order enjoining Defendant and, where applicable, her affiliates, associates, predecessors, successors, heirs, assigns, agents, partners, employees, insurers, lenders, representatives, lawyers, and all persons acting by, through, under, or in concert with her, from proceeding with Defendant's claims against Plaintiffs in the Navajo court action; and
3. For such other legal and equitable relief as this Court deems just and proper.

DATED: December 13, 2019

STOEL RIVES LLP

/s/ David J. Jordan

David J. Jordan

Jordan C. Bledsoe

Attorneys for Plaintiffs

Plaintiffs' Address:

50 East North Temple

Salt Lake City, Utah 84150

Exhibit A

The Order of the Court is stated below:

Dated: January 07, 2019
12:22:02 PM

/s/ ROGER W. GRIFFIN
District Court Judge



David J. Jordan (1751)
david.jordan@stoel.com
Jordan C. Bledsoe (15545)
jordan.bledsoe@stoel.com
STOEL RIVES LLP
201 S Main Street, Suite 1100
Salt Lake City, UT 84111
Telephone: 801.328.3131

Attorneys for Plaintiffs

**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

CORPORATION OF THE PRESIDENT
OF THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS, a Utah
Corporation; LDS FAMILY SERVICES, a
Utah Corporation,

Plaintiffs,

v.

██████████, an individual,

Defendant.

**ORDER GRANTING MOTION FOR
DEFAULT JUDGMENT**

Civil No. 180100224

The Honorable Roger W. Griffin

(Tier 2)

Before the Court is plaintiffs Corporation of the President of The Church of Jesus Christ of Latter-day Saints and LDS Family Services (together, "Plaintiffs") Motion for Default Judgment (the "Motion") against defendant ██████████ ("Defendant"). The Court, having considered the Motion and being fully advised, hereby GRANTS the Motion and declares as

follows:

1. On August 2, 2018, Plaintiffs and Defendant entered into a valid and binding settlement agreement with respect to the claims alleged by Defendant in her complaint filed in the Navajo Nation district court dated May 27, 2016.

2. Pursuant to the settlement agreement, Defendant is entitled to a payment of \$60,000.00 from Plaintiffs. Upon tender of that sum, Plaintiffs are released from all claims that are or could have been asserted against Plaintiffs in that case.

IT IS SO ORDERED.

* * * **END OF ORDER** * * *

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, this Order will be entered by the Clerk of the Court and/or the Court's signature at the top of the first page.

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of January 2019, a true and correct copy of the foregoing **ORDER GRANTING MOTION FOR DEFAULT JUDGMENT** was served via First Class U.S. Mail on the following:



David R. Jordan
The Law Offices of David R. Jordan, P.C.
1995 State Rd. 602
P.O. Box 840
Gallup, NM 87305-0840

/s/ Stacy Kamaya

Exhibit B



201 S. Main Street, Suite 1100
Salt Lake City, UT 84111
T. 801.328.3131
F. 801.578.6999
www.stoel.com

DAVID J. JORDAN
D. 801.578.6968
David.jordan@stoel.com

January 11, 2019

VIA EMAIL AND FED EX OVERNIGHT

David R. Jordan
David R. Jordan Law Office
1995 State Road 602
Gallup, New Mexico 87305-0840
david@jordanlegal.com

Re: Corporation of the President of The Church of Jesus Christ of Latter-day Saints et al. v. [REDACTED] (Case No. 180100224)

Dear David:

As you know, the Court in the above-titled action entered judgment against your client, [REDACTED], on January 7, 2019. In its order, the Court held that Plaintiffs and [REDACTED] entered into a valid and binding settlement agreement with respect to the claims alleged by [REDACTED] in her complaint filed in the Navajo Nation district court dated May 27, 2016 (Case No. WR-CV-74-16). The Court further ordered that, pursuant to the settlement agreement, [REDACTED] is entitled to a payment of \$60,000 from Plaintiffs, and upon tender of that sum, Plaintiffs are released from all claims that are or could have been asserted against them in Navajo Nation district court action.

I enclose and tender herewith a check for \$60,000 made payable to [REDACTED]

Very truly yours,

A handwritten signature in blue ink, appearing to read "David J. Jordan", is written over a large, stylized blue circular flourish.

David J. Jordan

Enclosure

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Corp. of the Presiding Bishop
Finance Dept. Risk Management Div.
50 East North Temple Street - 16th Floor
Salt Lake City UT 84150
801-240-0467

SALT LAKE CITY, UT
31-5 -1240 /

RSK **57808750**
DATE 01/09/2019

PAY Sixty Thousand Dollars And No Cents

\$ ****60,000.00

TO
THE
ORDER
OF



[Signature]
[Signature]

⑈0057808750⑈ ⑆124000054⑆01 20008 8⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK ----HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Corp. of the Presiding Bishop Finance Dept. Risk Management Div.
50 East North Temple Street - 16th Floor Salt Lake City UT 84150 801-240-0467

Date	Check Number
01/09/2019 RSK	57808750

Inv. Date	Invoice Number	Claim Number	Amount
01/01/0001		RMG16198296	****\$60,000.00
Total (payment for items described above)			****\$60,000.00

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

FINANCE AND RECORDS DEPARTMENT
Risk Management Division
50 East North Temple Street
Salt Lake City, Utah 84150-0016

Exhibit C

The Law Offices of David R. Jordan, P.C.

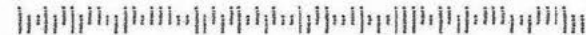
1995 State Road 602
PO Box 840
Gallup, NM 87305-0840

ALBUQUERQUE
NM 870
14 JAN '19
PM 4 1



Stoel Rives LLP
201 S. Main Street, Suite 1100
Salt Lake City, UT 84111

84111-220875



THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Corp. of the Presiding Bishop
Finance Dept. Risk Management Div.
50 East North Temple Street - 16th Floor
Salt Lake City UT 84150
801-240-0467

SALT LAKE CITY, UT
31-5 -1240 /

RSK **57808750**
DATE 01/09/2019

PAY Sixty Thousand Dollars And No Cents

\$ ****60,000.00

VOID

TO
THE
ORDER
OF



[Signature]
[Signature]

⑈0057808750⑈ ⑆1240000054⑆01 20008 8⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK ----HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Corp. of the Presiding Bishop Finance Dept. Risk Management Div.
50 East North Temple Street - 16th Floor Salt Lake City UT 84150 801-240-0467

Date	Check Number
01/09/2019 RSK	57808750

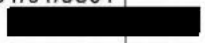

Inv. Date	Invoice Number	Claim Number	Amount
01/01/0001 		RMG16198296	****\$60,000.00
VOID			
Total (payment for items described above)			****\$60,000.00

Exhibit D

David R. Jordan, Esq.
The Law Offices of David R. Jordan, P.C.
1995 State Road 602
P.O. Box 840
Gallup, New Mexico 87305-0840
(505) 863-2205
(866) 604-5709 Fax
Attorney for Plaintiff


**IN THE DISTRICT COURT OF THE NAVAJO NATION
JUDICIAL DISTRICT OF WINDOW ROCK, ARIZONA**

BN,)	No. WR-CV-74-2016
)	
Plaintiff,)	CERTIFICATE OF SERVICE
)	
vs.)	
)	
The Corporation of the President of the)	
Church of Jesus Christ of Latter-Day Saints,)	
A Utah Corporation, and LDS Family)	
Services, a Utah Corporation)	
)	
Defendants.)	
)	

Plaintiff served interrogatories and a request for production of documents on
Defendants' counsel today.

Dated: December 5, 2019

By:



David R. Jordan
Attorney for Plaintiff

COPY hand delivered on 12/5/19 to:

Lynn Isaacson
104 E. Aztec Ave.
Gallup, NM 87301