

EXHIBIT I

CHEYENNE RIVER SIOUX TRIBAL COURT
 CHEYENNE RIVER SIOUX INDIAN RESERVATION
 EAGLE BUTTE, SOUTH DAKOTA

IN TRIBAL COURT

NO.: _____

DURIN MUNDAHL, individually, and for and on)
 behalf of the Estate of his natural mother,)
 JOYE M. BRAUN, Insured (Deceased), and)
 MORGAN BRINGS PLENTY, individually,)

Plaintiffs,)

COMPLAINT

v.)

METLIFE, INC. dba/aka MetLife Insurance)
 Company, aka Metropolitan Life Insurance)
 Company, a Delaware corporation licensed to do)
 business in South Dakota, individually, and its)
 parent and subsidiaries, companies, and predecessors)
 in interest, Insuror, and TRINET HR, III, INC.,)
 aka/dba TRINET GROUP, INC., a California)
 corporation licensed to do business in South Dakota,)
 administrator, and its parent and subsidiaries)
 companies and predecessors in interest, individually,)
 and jointly and severally,)

Defendants.)

COME NOW, the Plaintiffs, by and through counsel, and for their cause of action against the above-named Defendants, state and alleges as follows:

1. That the Plaintiff Durin Mundahl and Plaintiff Morgan Brings Plenty, are a residents of Eagle Butte, Ziebach/Dewey County in South Dakota, which is within the aboriginal and historical exterior boundaries of the Cheyenne River Sioux Reservation in north-central South Dakota and the 1868 Ft. Laramie Treaty boundaries of the "Great Sioux Reservation". The Decedent, Joye M. Braun, the natural mother of the Plaintiff Durin Mundahl, and of the Plaintiff Morgan Brings Plenty, at all relevant times of this action, was the natural mother of the Plaintiffs. Plaintiff Durin Mundahl, Plaintiff Morgan Brings Plenty, and their deceased mother

Joye M. Braun, all are duly enrolled members of the Cheyenne River Sioux Tribe and indigenous Native American citizens. Plaintiff Durin Mundahl has been duly appointed as special administrator of the Estate of Joye M. Braun, the deceased.

2. To Plaintiffs' best information and reasonable knowledge, the Defendant MetLife aka Metropolitan Life Insurance Company, are insurance carrier(s) doing insurance business and selling life insurance/death benefit policies in the State of South Dakota and on and within the Cheyenne River Sioux Tribe Reservation, with its home offices in Dublin, California and New York, New York, United States. The Defendant, TriNet HR III, Inc. aka TriNet Group, Inc., to the Plaintiffs' best information, knowledge and reasonable belief, which has its home offices in Dublin, California, is a duly incorporated corporation existing in the State of California, but transacting business and administering and/or selling insurance policies in the State of South Dakota and in Ziebach/Dewey County, South Dakota, and on and within the Cheyenne River Sioux Reservation, as well as nationwide. It is believed that TriNet as a corporate administrator of insurance policies (including that of MetLife) in South Dakota, is subject to the insurance industry laws and regulations in this State and in the United States. The Defendant MetLife and/or MetLife Insurance Company ("MetLife"), to the best of Plaintiffs' knowledge and reasonable belief, conglomerate/corporation, and which was headquartered in the State of New York and sells life insurance, AD & D, and death benefits insurance products in Ziebach/Dewey Counties and the State of South Dakota and on and within the boundaries of the Cheyenne River Sioux Reservation, and nationwide. Plaintiffs reasonably believe that MetLife has a large number of Corporate "affiliates", and Plaintiffs intend to assert that "MetLife" includes any and all related affiliated entity, subsidiary and/or parent of "MetLife". According to Plaintiffs' best knowledge and reasonable belief, the insurance products purchased from each of

the Defendants named herein, were transacted and/or sold and/or marketed over the internet and/or telephone, and said Policy (policies) were “delivered” to Decedent on and within the aforementioned Reservation boundaries in South Dakota.

3. That all the critical acts complained herein giving rise to the Complaint occurred within Dewey County and/or Ziebach County of South Dakota, and in particular, on and within the exterior boundaries of the Cheyenne River Sioux Reservation, including the discovery of the full extent of the damages, and the decision to deny full payment for Plaintiffs’ and Decedent’s estate’s benefits and damages. The subject death of Decedent from a cardiac event, which was sudden and unexpected, did occur in Dewey County, South Dakota. Both personal and subject matter jurisdiction are appropriate in this Court and jurisdiction, and Plaintiffs’ claims meet the jurisdictional and monetary amount requirements of this Court.

4. That at all times relevant herein, the Defendant, MetLife and Defendant TriNet and/or their individual and collective parent/subsidiary/successors in interest, TriNet Group, Inc. and MetLife Insurance Company, were acting by and through their agents and claims representatives, which acted for and on behalf of each of TriNet and/or MetLife. Defendants will be referred to as “MetLife” & “TriNet” within this Complaint.

COUNT ONE: BREACH OF CONTRACT

Plaintiffs hereby incorporate paragraphs 1-4 of this Complaint as if specifically set forth herein.

5. That Plaintiff Durin Mundahl, has been duly appointed to serve as Personal Representative/Special Administrator of the Estate of Joye M. Braun, Decedent, his natural mother. Plaintiff Morgan Brings Plenty, Decedent’s daughter, is an adult heir to Decedent’s Estate.

6. As a direct and proximate result of each tortfeasor’s individual, and joint and

several, breach of duty, Plaintiff Durin Mundahl, Plaintiff Morgan Brings Plenty, and Plaintiff Estate, suffered past out of pocket expenses and funeral expenses in an amount in excess of \$10,000.00, and other compensatory and special and general damages, including but not limited to, past and present physical and emotional injuries, loss of companionship, loss of counsel, past, present and future pain and suffering, embarrassment, loss of peace of mind, loss of trust, diminishment of self worth and value, worry, frustration, anxiety, severe emotional distress, loss of the individual sanctity and human sovereignty of Plaintiffs' and Decedent's mind, body and spirit, loss of enjoyment of life, loss of support and companionship, humiliation, financial costs, credit damage, accrued interest, attorneys fees, legal expenses, and other consequential damages.

7. Plaintiff Durin Mundahl, is the duly appointed, qualified, and acting Personal Representative/Special Administrator of the estate of Joye M. Braun, deceased, who died in the manner alleged on or about November 13, 2022, leaving surviving, her natural children, Durin Mundahl, and Durin's sister, Plaintiff Morgan Brings Plenty, each for whose benefit Plaintiff Durin Mundahl, is also bringing this injury action. This action is brought as a survival action as well as a personal injury action under tort and fiduciary considerations, as well as the breach of contract claims.

9. At the time of her death, Decedent had a life expectancy of 86 years and was 53 years old, in good health and was a physically active and amenable person.

10. By reason of the death of Decedent, Decedent's surviving children and relatives, Plaintiff Durin Mundahl, and Morgan Brings Plenty, included, have been deprived of Decedent's comfort, society, counsel, companionship and society, all to their damage in the sum to be determined by proof at trial.

11. The Decedent and Decedent's estate had a contract of insurance with Defendant TriNet and/or MetLife (Policy Number 1004311995), both, corporate insurance companies which

provide coverage and benefits for the death of the insured Decedent for injuries, specified damages and entitlement to benefits, including Life and Accidental Death and Disability (“AD & D”) benefits and Supplemental Life and Accidental Death and Disability (“AD & D”) benefits, caused by accidental and consequential loss for damages caused by the death of the insured Decedent, for which Decedent and Decedent’s estate by and through Plaintiffs, have paid valuable consideration in the form of insurance premiums.

12. The Defendants MetLife and TriNet and/or predecessors/successors in interest, have individually and collectively, refused to honor its/their contract of insurance and/or first party benefits, and has breached that contract, including but not limited to, failure to pay or acknowledge responsibility to reasonably and promptly pay for all of Plaintiffs’ and Decedent’s and Decedent’s Estate’s reasonable and necessary damages, and owed contractual benefits, including, but not limited to, medical expenses, funeral expenses, a separate death benefit and AD & D benefits of \$40,000.00 and \$250,000.00 each at least, reasonable investigation expenses, and other damages and interest including attorneys fees, legal costs and accrued interest. This intentional conduct of refusal of contractual payment of damages, benefits, and the specific refusal of death benefits continues on a daily basis, and thus is a continuing breach to the present time.

COUNT TWO: BAD FAITH

Plaintiffs hereby incorporate paragraphs 1-12 of this Complaint as if fully set forth herein.

13. That the Defendants, MetLife and/or TriNet and their successors and predecessors in interest, have individually and jointly and severally, acted in bad faith in rejecting most, if not a significant part, of Plaintiff Durin Mundahl’s, Plaintiff Morgan Brings Plenty’s and Plaintiff Estate’s claims for the death benefits (Life, AD & D, Supplemental Life and AD & D, etc.) and by failing to reasonably settle this claim/case within specified coverage policy and death benefit

limits and furthermore, by failing to promptly pay the claims as requested by Plaintiff Durin Mundahl, Plaintiff Morgan Brings Plenty, and the Plaintiff Estate, insured, after legal liability and proximate causation of said damages were made reasonably clear. See SDCL § 58-33-67.

14. That Defendants, MetLife and/or TriNet, have acted in bad faith by failing to reasonably and promptly provide payment of the separate individual death benefit to the Estate of Joye M. Braun, despite the fact that Plaintiff Durin Mundahl, and Plaintiff Morgan Brings Plenty, had an enforceable life policy, coverage, and had paid premiums for said accidental death benefits, (Life, AD & D, Supplemental Life and AD & D, Etc.) upon Plaintiffs' reasonable written request, to the detriment of Plaintiffs and Decedent's estate and heirs.

15. That Defendants, MetLife and/or TriNet have acted in bad faith in their failure to pay to Plaintiffs for Life, Accidental Death & Disability (AD & D), benefits, and Supplemental Life and AD & D benefits, including costs of funeral expenses, medical costs, mileage, ambulance, etc., for and on behalf of the Decedent and for Plaintiffs, when the contract and application for insurance reasonably and clearly indicated that standard Life and AD & D and Supplemental Life and AD & D Coverage and Death Benefits were not rejected and was accepted by Decedent in her most recent application and enrollment confirmation, and therefore Plaintiffs and Decedent's estate, were entitled to recover said funds for Decedent's estate and which was therefore available for Decedent's beneficiaries, including Plaintiffs, to recover.

16. That Defendants, MetLife and/or TriNet have acted in bad faith by failing to adequately and reasonably respond to Plaintiff Durin Mundahl's written inquiries and requests for information with thirty (30) days of such written requests or within a reasonable time following such requests, much to the damage of Plaintiffs and creating further pain and suffering, mental anguish, emotional distress and other consequential damage to Plaintiffs. That the failure to so act and to fail to act reasonably and in good faith on behalf each of the Defendants,

constituted negligent and/or intentional (reckless disregard) infliction of emotional distress upon Plaintiffs and Decedent's and Plaintiffs' family in breach of Plaintiffs' and of Decedent's estate's contractual rights and remedies.

17. That by reason of the foregoing, the Defendants are liable to the Plaintiffs and Decedent's estate for an amount to be determined by a jury and, in addition thereto, for the Plaintiffs' attorneys fees, costs and expenses of this action because of vexatious and unreasonable refusal to pay reasonable damages to its insured; and for punitive and exemplary damages in the sum to be set by a jury herein, after giving due consideration to the net worth and earnings of each of the Defendants.

18. That Defendants MetLife and/or TriNet have acted in bad faith in their failure to reasonably investigate into the cause, correspondence, insured's intent and directions, liability, negligence, parties' scientific data and to take part in effort and financial support, in attempts to reasonably investigate and ascertain the question of the cause of Decedent's death, as sudden/unexpected and covered, within the specific death benefits in the subject policies. All of the above referenced bad faith conduct continues on a daily basis and thus is a continuing breach and violation to the present time.

19. Defendants MetLife's and/or TriNet's conduct as set forth above was done without a reasonable basis and with knowledge or reckless disregard for the lack of reasonable basis. As such, such conduct was done in bad faith.

20. Defendants MetLife's and/or TriNet's bad faith conduct includes, inter alia;
- (a) Failing to promptly and fairly investigate Plaintiffs' and Decedent's claims for benefits;
 - (b) Failing to promptly and fairly evaluate Plaintiffs' and Decedent's claims for benefits;
 - (c) Failing to provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of claims;
 - (d) Seeking to hide the lack of basis in the policy, fact or law for the denial of

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claims through the use of confusing, deceptive forms and language, and Defendant and its agents failed to provide a proper explanation of the basis for claim payment or denial;

- (e) Applying the terms of the policy contrary to the clear meaning in an attempt to limit, delay, or deny coverage for benefits due;
- (f) Applying ambiguous provisions of the policy in a manner that elevates the interests of the insurance company above that of the insured;
- (g) Such other conduct that evidence TriNet and/or MetLife's failure to give at least as much consideration to its insured's interests as to its own;
- (h) Intentionally misleading Plaintiffs and Decedent into responding to irrelevant questions of the use of alcohol and/or cigarettes and/or marijuana beyond the (2) years period referred to before the date of the applications;
- (i) Misleading Plaintiff and Decedent into believing that a death benefit would be available upon submission of the proof of death (non-suicidal);
- (j) Failing to abide by SDCL § 58-33-67 (1), (3), (4), (6) and (7), and SDCL § 58-12-34 (2), (3), (4), (5), (6), (7), (8), (11) and (12);

21. As a result of each of the Defendants' bad faith conduct, individually, and jointly and severally, Plaintiffs and Decedent's estate have been damaged and suffered economic and non-economic damages in an amount to be determined at trial.

COUNT THREE:
PUNITIVE DAMAGES

Plaintiffs hereby incorporate paragraphs 1-21 of this Complaint as if fully set forth herein.

22. In doing all the things herein alleged, each of the Defendants acted intentionally, recklessly, wantonly, vexatiously, oppressively and/or maliciously and are guilty of a wanton and reckless disregard of the contractual, common law and statutory rights of the Plaintiffs, Decedent, and Decedent's estate.

23. Plaintiffs are entitled to punitive damages as the only way of deterring each of the Defendants MetLife and/or TriNet from continuing to employ these wrongful, unreasonable, oppressive, corrupt, intentional, reckless, inhumane and vexatious tactics against their own policyholders, including, but not limited to, Plaintiffs and Decedent and Decedent's estate.

COUNT FOUR:
FRAUD/CIVIL CONSPIRACY

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Plaintiffs hereby incorporate paragraphs 1-23 of the Complaint as if fully set forth herein.

24. Defendants sell or did sell and administer life insurance, and supplemental accidental death and injury insurance policies in South Dakota, and in particular, in the Ziebach, and Dewey Counties and surrounding areas, including upon and within the exterior boundaries of the Cheyenne River Sioux Reservation, to under-advised, unsuspecting, innocent and uninformed consumers, such as Plaintiffs and Decedent here, for life insurance and/or death benefits coverage, benefits and limits, equal to the insurance policy limits of at least \$40,000.00 each for Life and AD & D \$250,000.00 each for Supplemental Life and AD & D benefits, by each of the Defendants collecting underwritten and subsumed premiums from policyholders for the same life insurance and/or accidental death coverages, when each of the Defendants knew that circumstances where each policyholder could recover under life insurance and/or Accidental Death “benefits” under such a scheme when each of the Defendants would only pay out the Death Benefits to a Beneficiary/Estate, only if the Decedent was not suddenly killed or died as a result of things such as while the Decedent was or had not allegedly been using alcohol, or tobacco or marijuana, or a pre-existing known medical condition, even though Defendant MetLife collects premiums from the policyholders for the same, without said unlawful and discriminatory prohibitions, where Defendants should be making payment only to the then present “named beneficiaries” as evidenced by recorded/written/digital communications/notices/emails/letters/ etc., which had been amended, delivered and provided to the Defendants prior to Decedent’s sudden death on November 13, 2022.

25. Defendants profit by selling mostly fictitious Life insurance and/or Accidental Death (and Supplemental) coverage under these schemes, to Plaintiffs’ good faith reasonable belief, so that each of the Defendants and other insurers similarly situated, can collect and continue to collect premium profits from unsuspecting consumers for Life and/or Accidental

Death (and supplemental Life and AD & D) coverages, without paying legitimate covered claim losses. Defendants used a preprinted form to sell, market, and complete the transaction and the application with the preprinted, deceptive Life insurance and/or Accidental Death (AD & D) policy limits of at least \$40,000.00 each for Life and AD & D, and \$250,000 each for Supplemental Life and AD & D coverages, as in the case of Plaintiffs' policies. According to Plaintiffs' best knowledge and reasonable belief, these forms used by each of the Defendants and their agents, were never approved by the South Dakota insurance regulatory authorities.

26. The MetLife policy and coverages (administered and sold by TriNet as well) were written in a way that makes it likely that the policyholder will expect the extent of benefits for full payment of each Life insurance and/or Accidental Death benefit paid for, when each of the Defendants' intent is not to provide those coverages or have to pay out benefits under those coverages. In example the alcohol use exclusion relied upon by the Defendants under Life and AD & D benefits coverage, is an exclusion that is unenforceable and against public policy. Furthermore, by contract, the insured Decedent was free to change/modify/add heirs/beneficiaries in any manner or form, by reasonable notice prior to Decedent's death, which occurred on November 13, 2022. Despite that fact, Defendants continued to sell, market and advertize its accidental death coverage products while asserting such an unlawful policy exclusions and/or interpretations. This past and allegedly present and continuing practice, is an unfair and deceptive trade practice.

27. Defendants have suppressed and failed to reasonably disclose its practice of selling nonexistent Life Insurance and/or Accidental Death benefit coverage, to its policyholders, when suppression of these facts is likely to mislead the policyholders, on the alcohol use and/or tobacco use and/or drug use exclusion, and/or as to the refusal to honor/accept the liberal beneficiary/heir change options, which according to the South Dakota State Division of Insurance

are prohibited exclusions and against public policy.

28. Plaintiffs and Decedent have relied on each of the Defendants' material misrepresentations and omissions of material facts, and has been severely and permanently damaged as a result, of being so induced, creating a detrimental reliance on nonexistent Life insurance and/or Accidental Death benefit coverage under the circumstances, while at the same time, being denied first party benefits for approximately 18 months.

29. Defendants MetLife and/or TriNet, by their unfair and deceptive conduct complained of herein, and wrongful conspiracy, has been unjustly enriched in a manner which warrants a judicial determination that the practice of selling this type of Life Insurance and/or Accidental Death benefit coverages, underwriting the insurance premium rates from each policyholder and charging monetary premiums for Life Insurance and/or Accidental Death benefit coverage for policy limits of at least \$40,000.00 each for Life and AD & D and \$250,000 each for Supplemental Life and AD & D, each for each policyholder, while at the same time, never intending to pay said benefits to the Estate or heirs, is an unfair and deceptive trade practice which injures innocent and unsuspecting consumers, including Plaintiffs and Decedent's estate and those similarly situated. Further, each of the Defendants are selling an insurance product in the State of South Dakota with policy forms which are not approved by the South Dakota State Division of Insurance, which is mandated for any carrier doing business in this state. This fact is not disclosed to innocent consumers, such as Plaintiffs, until claims for benefits are filed and denied. This is an unlawful and deceptive trade practice. The Cheyenne River Sioux Tribal Law and Order Code, and the Tribal Court, do recognize, through principles of comity and jurisprudence, relevant existing South Dakota State and Federal law on those issues, but also adhere to tribal tradition, custom and usage, as a foundation for legal process and enforcement.

30. As a proximate consequence of TriNet and/or MetLife's improper conduct, the Plaintiffs made improper premium payments to Defendants and their agents by being directly and unfairly induced intentionally, by this conduct, to purchase nonexistent life and accidental death benefit coverage.

31. That Defendants either knew, or reasonably should have known, that by selling separate Life Insurance and/or Accidental Death benefit coverage in an amount of at least \$40,000.00 each for Life and AD & D, and for \$250,000 each for Supplemental life and AD & D, per person per claim policy limit, where Defendants would likely never agree to pay life insurance and/or accidental death benefits out to any such claimant(s) because the Defendants would deny these benefits for the policy limit "coverage" offered, sold and marketed by Defendants, which is the limits allegedly offered by Defendant for sale to consumers such as Plaintiffs, by Defendants' fraudulent position on it's professed liberal "change of beneficiary/heir" at any time, practice, or their "alcohol use" and/or "tobacco use" and/or "drug use" exclusion, which are against public policy.

32. In committing the wrongful acts alleged, Defendants TriNet and/or MetLife and their agents, marketers and underwriters, and those similarly situated insurance carriers committing the same type of conduct as in this case, who are unnamed co-conspirators herein, have pursued a common plan, design, and course of conduct, acted in concert with, aided and abetted, and otherwise conspired with one another, in furtherance of the common design or scheme, as outlined herein.

33. The Defendants TriNet and/or Met Life and their agents, according to knowledge and reasonable belief, have conspired to purposefully conceal the practice by which TriNet and/or MetLife and those now unnamed insurance carriers acting similarly, routinely, offer, market, induce, sell and profit from the sale of, insurance policies with the above described

liberal “change of beneficiary/heir at anytime practice, or their “alcohol use” “tobacco use”/”drug use” exclusions for Life Insurance and/or Accidental Death benefit coverage, to innocent consumers, including Decedent and Plaintiffs, by misrepresenting the true nature and nonexistence of such coverages while collecting valuable premiums for the same.

34. In furtherance of this conspiracy, Defendants MetLife’s and/or TriNet’s agents/sellers/marketers, in spite of their actual and/or constructive knowledge of such facts, never inform consumers, including Plaintiffs, and Decedent, that the consumers were buying an alleged Life Insurance and/or Accidental Death benefits coverage (\$40,000.00 each for Life and AD & D, and \$250,000 each for Supplemental Life and AD & D) for which the consumer may never in all likelihood be able to collect upon if needed, by using unauthorized policy forms and a prohibited liberal “change of beneficiary/heir at anytime” practice, or their “alcohol use” “tobacco use” and/or “drug use” exclusions.

35. Further, Defendants MetLife and/or TriNet and their agents, and other unnamed insurance carriers and their agents acting similarly, also furthered the civil conspiracy by marketing, selling, offering and collecting premiums for, the nonexistent Life Insurance and/or Accidental Death benefit coverage by failing to disclose any of the above referenced facts to consumers, including Plaintiffs and/or Decedent. The nondisclosure of such facts caused consumers, including Plaintiffs and Decedent, to be induced to pay for a nonexistent Accidental death benefit coverage, which caused detrimental reliance by Plaintiffs and Decedent and those other similarly situated consumers.

36. The common purpose of this civil conspiracy was and is allegedly, to deceive consumers in the public, including Plaintiffs, and Decedent, so as to induce consumers to pay monetary premiums for a coverage for a “risk” which will likely never occur in a loss, where the Decedent chooses to freely change the insured’s beneficiaries/heirs at any time, practice or where

Decedent may not be under the influence of alcohol or for even very minimal use of alcohol/tobacco/marijuana, and which practice results in a windfall to the Defendants and their agents by implementing an unfair and deceptive scheme to wrongfully take money from its customers, insureds.

37. The effect of this alleged civil conspiracy is to violate state, tribal and federal law, to breach duties of good faith and fair dealing, and to unfairly deceive Defendants' insureds and consumers in general, including Plaintiffs and Decedent here.

COUNT FIVE: DECLARATORY RELIEF

Plaintiffs hereby incorporate paragraphs 1-37 of this Complaint as if fully set forth herein.

38. That at least as of November 4, 2022, it is clear that Decedent Joye M. Braun had a Life and AD & D Policy and a Supplemental Life and AD & D policy with Defendant MetLife, policy #1004311995, which was in effect under the name of Plaintiff's mother Joye M. Braun, the Decedent, and for and on behalf of Plaintiffs' mother Joye M. Braun, (Deceased).

39. Decedent Joye M. Braun lived alone in Eagle Butte, Dewey County, South Dakota within the exterior boundaries of the Cheyenne River Sioux Reservation. Joye passed away in her home on November 13, 2022. According to the Death Certificate, her cause of death was listed as sudden Cardiac Arrest, related to and potentially caused by a COVID 19 Infection, Hypertensive Heart Disease and Diabetes Mellitus. Joye was 53 at the time of her death. Joye was very mentally and physically active, and traveled for her job with the Indigenous Environmental Network up until the time of her death.

40. Separate causes of action have been made against Defendants MetLife and/or TriNet for breach of contract, bad faith, fraud and punitive damages for MetLife's and/or TriNet's negligent/intentional decision to deny full coverage, payment and contractual benefits to its insureds, Plaintiffs and the Estate of Joye M. Braun, under the terms and conditions of the

insurance contract.

41. The contract of insurance, to Plaintiffs' best knowledge and reasonable belief, was formulated, marketed, sold, advertised, culminated, transacted and executed in Ziebach and/or Dewey counties, and surrounding areas in South Dakota, and including on and within the exterior boundaries of the Cheyenne River Sioux Reservation, as also were the direct and indirect consequential acts of each of the Defendants and losses of Plaintiffs at the hands of the Defendants in proximately causing said breach and consequential uncompensated damages and losses on November 13, 2022, and thereafter, as a continuing tort and breach of contract for each day when each of the Defendants did not pay (or refused to pay) its obligations to Plaintiffs, or to conduct its contractual affairs in good faith toward Plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against each of the Defendants, individually and jointly and severally, as follows:

1. For the actual expenses incurred in the full and complete compensation for all damages sustained by Plaintiffs/Decedent's estate in the subject incident and subsequent conduct and for the actual expenses incurred incidental to the said damages, past, present and future, and to the procuring of said expenses, reimbursements, losses and damages to the date of trial, together with interest thereon;

2. For such monetary compensation as shall fully compensate for the losses, mental anguish, negligent and intentional infliction of emotional distress, and loss of past wages, and other compensatory and special and general damages, including but not limited to, survival claims for bodily injury of Decedent, and the Estate's and Plaintiffs' claims for past and present physical and emotional injuries, loss of companionship, past, present and future pain and suffering, embarrassment, loss of peace of mind, loss of trust, diminishment of self worth and self value, worry, frustration, anxiety, severe emotional distress, loss of the individual sanctity

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and human sovereignty of Plaintiff's and Decedent's mind, body and spirit, loss of enjoyment of life, loss of support and companionship, humiliation, financial costs, credit damage, accrued interest, attorneys fees, legal expenses and other consequential damages and consequential loss sustained by Decedent and Plaintiffs (including the Estate) to the date of trial with interest thereon and which is likely to continue into the future, in a sum to be determined by the jury in this case;

3. For an additional sum as and for punitive or exemplary damages in an amount to be set by the jury herein, based upon each of the Defendants' individual and joint and several, net worth and earnings;

4. Plaintiffs pray that this Court enter a declaratory judgment setting the rights and obligations of all parties and for an order declaring that Defendants MetLife and/or TriNet are required to extend coverage to Plaintiffs for and on behalf of Decedent and Decedent's estate and to provide complete and full coverage and payment to Plaintiffs, for and on behalf of Decedent, Defendant's insured, Joye M. Braun, or to reform said contract so as to so provide, for any and all related losses/damages, and for their reasonable attorneys fees, costs and expenses in being forced to pursue these damages after Defendants MetLife's and/or TriNet's denial of payment for the full extent of Decedent's/Plaintiffs' damages.

5. For Plaintiffs' attorney fees, costs, and expenses of these proceedings because of Defendants' vexatious and unreasonable refusal to pay;

6. For prejudgment interest on any award to which Plaintiffs are held entitled by the jury; and

7. For such other and further relief as the Court deems just and equitable.

Dated this 6th day of November, 2024.

ZEPHIER & LAFLEUR

EXHIBIT 1

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By: 

Robin L. Zephier

TRIAL BY JURY IS DEMANDED