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IN THE THIRD JUDICIAL DISTRICT COURT OF
SALT LAKE COUNTY, STATE OF UTAH

ERIN RENNAU, an individual;)	COMPLAINT
MICHAEL HENNESSY, an individual;)	
and the ESTATE OF BERNADEAN)	
KLINGENBERG)	
)	
Plaintiffs)	
)	
vs.)	
)	
KEITH KLINGENBERG)	
)	Judge
Defendant)	
)	
)	

Plaintiffs Erin Rennau, Michael Hennessy, and the Estate of Bernadean Klingenberg, by and through counsel, hereby commence suit against Keith Klinenberg on legal claims of wrongful death, survival action, and fraud, alleging, claiming, and requesting relief as follows:

PARTIES AND RELATED PERSONS

1. Erin Rennau, the daughter of Bernadean Klingenberg, resides in Salt Lake County, State of Utah.

2. Michael Hennesy, son of Bernadean Klingenberg, resides in Salt Lake County, State of Utah.

3. Bernadean Klingenburg resided in Salt Lake County at the time of her death.

4. Erin and Michael are presumptive personal representatives under Utah Code section 78B-3-106.5, which makes adult children the presumptive personal representatives of an estate when “the spouse of the decedent” has allegedly “contributed to the death of the decedent.”

5. The Estate of Bernadean Klingenberg, a Utah estate, acts by and through its presumptive personal representatives, Erin and Michael. Erin and Michael will seek appointment as personal representatives with the appropriate probate court.

6. Defendant Keith Klingenberg, upon information and belief, is currently incarcerated in Salt Lake County, State of Utah.

JURISDICTION AND VENUE

7. The causes of action giving rise to this lawsuit occurred in Salt Lake County, State of Utah, making venue appropriate in the above-captioned court under Utah Code section 78B-3-307.

8. The above-captioned court has jurisdiction over this civil case under Utah Code section 78A-5-102.

9. Plaintiffs elect Tier 3 discovery under Rule 26 of the Utah Rules of Civil Procedure where this action claims damages in excess of \$300,000.

FACTUAL ALLEGATIONS

10. Plaintiffs incorporate by reference all prior paragraphs as if fully stated herein.

11. On June 11, 1995, Bernadean Klingensmith was brutally murdered by her husband, Keith Klingenberg.

12. In the years preceding this event, Keith was physically and emotionally abusive toward both Bernadean and her children.

13. One such abusive episode forced Bernadean's daughter, Erin, to flee their home and take up residence in California with her brother, Michael.

14. While in California, Erin stayed in contact with her mother.

15. The night before Bernadean's murder, she called Erin and said she planned to leave Keith.

16. Bernadean was part owner of two family businesses with Keith: Maxfast Copies and Maximage Printers.

17. Upon information and belief, if Bernadean left Keith, their businesses would have to be dissolved and the assets divided equally, in the event that neither could come to terms on the purchase of the other's ownership interest.

18. Either option would have cost Keith substantial sums of money.

Bernadean's Murder

19. On June 11, 1995, at around 1:18 p.m., Keith called 911 and reported that Bernadean had committed suicide by slashing her own throat.

20. The 911 call was made from the Klingenberg residence in West Valley City.

21. During that call, Keith told the dispatcher that his wife had committed suicide by slashing her own throat.

22. He also stated that she was "trying to fight him and get up."

23. About 7 minutes later, paramedics arrived at the Klingenberg residence while Keith was still on the phone with dispatch.

24. Paramedics noticed coagulated blood around Bernadean and observed that her forehead was pale.

25. Based on their experience, they concluded that Bernadean had likely died at least several minutes prior to their arrival and not while they were in route to the Klingenberg residence.

26. They also noted that Keith made statements about Bernadean's death, which were inconsistent with what they saw on arrival.

27. An investigator from the Office of the Medical Examiner later observed slight rigor and placed the time of death at between 11:15 to 12:15 p.m. based on liver temperature measurements.

The Initial Investigation in 1995

28. Detectives from West Valley City Police Department were assigned to investigate Bernadean's death.

29. Keith told detectives that he had been playing softball earlier in the day and that when he came home, he found Bernadean in the upstairs bedroom on the bed.

30. He further stated that he found two knives next to his wife and that he did not disturb the scene but instead immediately called 911 and began performing CPR per the dispatcher's instructions.

31. Keith was later processed by officers from the crime scene lab and was photographed with blood marks on his chest, hands, upper and lower legs, and ankles, as well as on the shorts he was wearing.

32. Following an investigation, West Valley City Police Department closed the case as a "suicide."

33. This disposition of the case was consistent with the findings of the medical examiner, which classified the death as “undetermined.”

The Investigation Reopened in 2016

34. In 2016, West Valley City Police Department reopened Bernadean’s case as a homicide investigation.

35. New detectives were assigned to look at the evidence afresh.

36. These detectives also enlisted the services of a forensic expert in blood spatter analysis.

37. This expert relied on photographs taken at the scene on the date of Bernadean’s death.

38. Based on these photographs, the expert found blood evidence in the upstairs bathroom consistent with an effort to clean up.

39. The expert further found evidence consistent with at least one of the knives being placed on the bathroom counter.

40. These findings were inconsistent with Keith’s statement to police that he did not go into the bathroom or disturb the scene.

41. The forensic expert also determined that Bernadean did not go into the bathroom after sustaining knife wounds.

42. Moreover, the expert found that Keith’s statements of how he attempted to assist Bernadean were inconsistent with the blood transfer marks on his body and shorts.

43. The pattern formed by the blood transfer marks instead suggest that Keith straddled Bernadean near the time of her death.

44. Lastly, the expert's analysis also suggests that the lack of blood spatter in relevant locations on Bernadean is consistent with homicide and not suicide.

Salt Lake County Brings Criminal Charges Against Keith

45. After detectives completed the reopened investigation, they recommended charges for homicide.

46. On May 23, 2023, prosecutors for the District Attorney of Salt Lake County brought charges on behalf of the State of Utah.

47. Specifically, they charged Keith for one count of first-degree felony murder under Utah Code section 76-5-203.

48. After charges were brought, West Valley Police Department tweeted: "A job well done to the team of investigators who have spent years putting together the pieces of this complicated puzzle in an effort to bring justice for Bernadean."

49. As a direct and proximate result of Keith's intentional acts and omissions, Erin and Michael have suffered and will continue to suffer economic and non-economic damages.

CAUSES OF ACTION

Civil Assault and Civil Battery

50. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

51. Under the common law, an actor is liable for civil assault, if he acts intending to cause an imminent apprehension of a harmful or offensive contact with the person of another, and such an imminent apprehension results.

52. Moreover, under the common law, an actor is liable for civil battery, if he acts intending to cause a harmful or offensive contact with the person of another, or an imminent

apprehension of such a contact, and a harmful or offensive contact with the person of the other either directly or indirectly results.

53. At all times material hereto, Keith was under a legal duty to refrain from violating Bernadean's rights, as set forth in the common law claims for assault and battery.

54. Keith breached this legal duty when he acted intending to murder Bernaden and that intended result was realized, as described more fully above.

55. As a direct and proximate result of Keith's intentional acts and omissions, Plaintiffs have suffered and will continue to suffer economic and non-economic damages.

Fraud

56. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

57. Keith has made numerous false statements about Bernadean's death, including:

- a. where he was before her death;
- b. what he had been doing before her death;
- c. when Bernadean had died;
- d. what had caused Berndeans death;
- e. what Bernadean was allegedly doing while talking to 911 dispatchers;
- f. how he had not done anything to disturb the scene; and
- g. any and all other false statements later discovered.

58. Keith made these statements knowing they were false and/or he made them recklessly and without regard for their truth.

59. Keith's motive in making these statements was to conceal his own guilt and wrongdoing in the circumstances leading to her death.

60. Keith intended that Plaintiffs and investigators would rely on these statements.

61. Investigators reasonably relied on these statements: detectives for West Valley City Police Department closed Bernadean's case as a "suicide," and the Office of Medical Examiner classified Bernadean's death as "undetermined."

62. Plaintiffs also reasonably relied on these statements, believing that Bernadean's death was not a suicide but knowing they lacked the evidence needed in light of Keith's carefully calculated statements to show otherwise.

63. As a direct and proximate result of the intentional acts and fraud described above, Plaintiffs have been deprived of the money and property properly belonging to them, including proceeds from life insurance, real property assets, loss of inheritance, ownership interests in Bernadean's businesses, personal property assets, and any other assets hereafter discovered.

Conversion and Intentional Interference with Inheritance

64. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

65. Before Bernadean's death, she was a part interest owner in two family businesses with Keith.

66. Keith was also a part owner in these businesses.

67. Keith knew that if Bernadean were to leave and divorce him, a dissolution of the businesses and a liquidation of its assets would be probable, in the event the parties could not come to terms on the sale of business interests.

68. Keith also knew that this dissolution and liquidation would cost him substantial sums of money.

69. As Bernadean's husband, Keith knew he had priority to inherit any assets in her estate, including her part interest in the businesses.

70. In murdering Bernadean, Keith knew he would be (and in fact was) disinherited from Bernadean's estate.

71. Consequently, Keith made false statements to conceal his culpability and wrongdoing in Bernadean's death.

72. He then, having no right to inherit under Bernadean's estate, wrongfully took all assets of the estate, thereby wrongfully depriving Plaintiffs' of their rights of having the estate's assets disbursed in accordance with Bernadean's intent and of their rights of inheritance under Bernadean's estate.

73. Plaintiffs had a valid expectancy that each would receive property through inheritance upon the death of Bernadean.

74. Keith intentionally interfered with that expectancy through fraud, as described more fully above.

75. Moreover, Keith's intentionally interfered with property belonging to Plaintiffs, which was in Bernadean's estate when she died.

76. Keith's intentional interference was without lawful justification, and deprived Plaintiffs of monies and property in an amount to be determined at trial.

77. As a direct and proximate result of the intentional acts and fraud described above, Plaintiffs have been deprived of the money and property properly belonging to them, including proceeds from life insurance, real property assets, ownership interests in Bernadean's businesses, personal property assets, and any other assets hereafter discovered.

Breach of Fiduciary Duties

78. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

79. After Bernadean's death, Keith wrongfully became the personal representative of her estate.

80. As the personal representative of Bernadean's estate, Keith owed fiduciary duties to Bernadean's heirs, including Plaintiffs.

81. These fiduciary duties obligated Keith to distribute Bernadean's assets in accordance with her intent and the law.

82. Keith knew that disbursing the assets to himself and to his own and sole benefit would not be in keeping with Bernadean's intent and would violate the law.

83. Keith thus breached the fiduciary duties he owed Plaintiffs when he engaged in the intentional and fraudulent acts and omissions described above and did not disburse the assets in Bernadean's estate in accordance with her intent and the law.

84. He also breached the fiduciary duties he owed Plaintiffs when he assumed and acted in the capacity of personal representative of Bernadean's estate, despite knowing he was prohibited from doing so by law.

85. As a direct and proximate result of the intentional acts and fraud described above, Plaintiffs have been deprived of the money and property properly belonging to them, including proceeds from life insurance, real property assets, ownership interests in Bernadean's businesses, personal property assets, and any other assets hereafter discovered.

Fraudulent Non-Disclosure

86. Plaintiffs Erin and Michael are the children of Bernadean and heirs under her estate.

87. Moreover, Erin was living with Keith and Bernadean until shortly before Bernadean's death.

88. At all times material hereto, Keith stood in a relationship with Erin and Michael that gave rise to a duty to disclose important facts to Erin and Michael regarding the cause of Bernadean's death, their entitlement to inheritance under her estate, and his inability to act as personal representative and to inherit under her estate.

89. Keith knew of these important facts and failed to disclose them to Erin and Michael.

90. Erin and Michael suspected foul play in their mother's death but did not have the requisite information giving rise to *knowledge* on that subject nor the other important facts known to Keith.

91. Keith's failure to disclose these important facts was a substantial factor in causing Erin and Michael damages, which include their having been deprived of the money and property properly belonging to them, including proceeds from life insurance, real property assets, ownership interests in Bernadean's businesses, personal property assets, and any other assets hereafter discovered.

Unjust Enrichment

92. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

93. Keith obtained money and property belonging to Plaintiffs under such circumstances that in equity and good conscience should be returned.

94. As a direct and proximate result of the intentional acts and fraud described above, Plaintiffs have been deprived of the money and property properly belonging to them, including proceeds from life insurance, real property assets, ownership interests in Bernadean's businesses, personal property assets, and any other assets hereafter discovered.

95. Plaintiffs are entitled to judgment against Keith for possession of those assets and/or money damages in an amount to be determined at trial.

Intentional Infliction of Emotional Distress

96. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

97. Keith has intentionally and/or recklessly engaged in outrageous acts and omissions as more fully described above in the events leading up to, including, and following Bernadean's death.

98. Keith's actions and omissions have directly and proximately caused Plaintiff Erin and Michael to suffer extreme emotional distress and severe physical symptoms.

99. As a direct and proximate result, Plaintiffs Erin and Michael have suffered and will continue to suffer economic and non-economic damages.

Survival Action and Wrongful Death

100. Pursuant to Utah Code section 78B-3-106, Plaintiffs have a cause of action against Defendant for wrongful death associated with Bernadean's underlying claims for assault and battery, and they are entitled to general and special damages for, among other things, costs associated with Bernadean's death, the value of services Bernadean would have provided, loss of Bernadean's society, comfort, association, love, counsel, care, filial consortium and protection, loss of the reasonable expectation to associate with Bernadean for the rest of her natural life, and for any and all other damages as may be just under the circumstances of this case.

101. In addition, pursuant to Utah Code section 78B-3-107, Bernadean's claims did not abate upon her death, and Plaintiffs have a cause of action against Defendant for special and general damages associated with such claims.

Accounting

102. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

103. Bernadean was a part owner in two family businesses with Keith before her death.

104. At the time of her death, her ownership interests were, upon information and belief, transferred to her estate.

105. Erin and Michael were thereafter rightfully entitled to ownership of these business interests.

106. Erin and Michael do not have the ability to access the financial documents for the businesses.

107. All the information necessary for them to conduct an accounting of the businesses' assets remains within the exclusive possession and knowledge of Keith.

108. Under Utah law, and based on the allegations set forth above, Plaintiffs are entitled to an accounting of the financial condition of the businesses to protect their interests in the same and to determine the location and status of its assets.

Constructive Trust

109. Plaintiffs incorporate by reference all prior paragraphs as if fully set forth herein.

110. Utah courts recognize a constructive trust as a matter of equity where there has been (1) a wrongful act, (2) unjust enrichment, and (3) specific property that can be traced to the wrongful act.

111. Keith has engaged in wrongful acts as described throughout this complaint.

112. Keith will be unjustly enriched if he is permitted to retain the property he received from Bernadean's death, including proceeds from her life insurance, assets relating to her

ownership in the businesses, her personal property, and all other property in her estate upon her death, as well as the time value of these assets.

113. Therefore, the Court should transfer all property traceable to Bernadean's death and now held by Keith into a constructive trust for the benefit of Plaintiffs, the rightful owners of this property.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

1. For non-economic damages in an amount proven at trial and sufficient to compensate them for the following:
 - a. Pain and suffering;
 - b. Substantial emotional distress and severe physical symptoms;
 - c. Reduction in the quality of life;
 - d. Loss of Bernadean's society, comfort, association, love, counsel, care, filial consortium and protection;
 - e. Loss of the reasonable expectation to associate with Bernadean for the rest of her natural life; and
 - f. For any and all other damages as may be just under the circumstances and as proven at trial.

2. For economic damages in an amount to be proven at trial and sufficient to compensate them for the following:
 - a. Medical bills incurred in treating Plaintiffs emotional distress as a result of Bernadean's death;
 - b. Loss of income due to Bernadean's death;

- c. Loss of inheritance under Bernadean's estate;
- d. Loss of life insurance proceeds; and
- e. Any and all other damages as may be just under the circumstances and as proven at trial.

3. For punitive damages where Keith's actions constituted willful and malicious or intentionally fraudulent conduct, and/or conduct manifesting a knowing and reckless indifference toward, and disregard of, the rights of Plaintiffs.

4. For pre- and post-judgment interest and costs provided by law.

5. For such other relief as may be justified based on the pleadings and/or evidence or which Plaintiffs may be entitled to by law.

DATED this 26th day of February 2024.

PARKER & MCCONKIE

/s/ Judson D. Burton
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