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Debbie Snow*

MONTANA FOURTH JUDICIAL DISTRICT COURT, MISSOULA COUNTY

L. SCOTT MILLS, Individually and as  
Personal Representative of the Estate  
of LINNEA MILLS; ROBERT  
GENTRY; SHANNON GENTRY;  
E.G., a Minor, by her Mother and Next  
Friend, Shannon Gentry; and JOEL  
WILSON,

Plaintiffs,

-vs-

DEBBIE SNOW; DAVID OLSON;  
JEANNINE OLSON; GULL SCUBA  
CENTER, LLC d/b/a GULL DIVE  
CENTER; HEIDI HOUCK; PADI  
WORLDWIDE CORPORATION;  
PADI AMERICA, INC.; and JOHN  
DOES 1-10,

Defendants.

Hon. Leslie Halligan, Dept. 1  
CAUSE NO. DV-32-2021-544

**DEFENDANT DEBBIE SNOW'S  
ANSWER TO PLAINTIFFS'  
SECOND AMENDED COMPLAINT  
AND DEMAND FOR JURY TRIAL**

Defendant Debbie Snow (hereinafter Snow) answers Plaintiffs' Second

Amended Complaint as follows:

## General Objection

As an initial matter, Defendant Snow has made a reasonable effort to comply with her obligation to respond to this pleading; however, the allegations are well outside the contemplation of the Montana Rules of Civil Procedure, constitute inappropriate legal argument, are irrelevant, argumentative, or conclusory statements, or opinions subject to expert testimony at trial. The allegations do not appear to be premised upon fact, and Plaintiffs have refused to provide underlying evidence despite requests from counsel. In fact, “[r]ather than set out the basis for a lawsuit, the pleading appears to be designed to provide quotations for newspaper stories.” *McHenry v. Renne*, 84 F.3d 1172, 1178 (9<sup>th</sup> Cir. 1996) (affirming the district court’s dismissal of a complaint deemed “argumentative, prolix, replete with redundancy and largely irrelevant” for violation of Rule 8 and the court’s order). In fact, in this situation, Plaintiffs released the Complaint and First Amended Complaint to both social media and media outlets prior to providing to the parties. Further, they have refused to provide Defendants with information cited in the Complaint, the First Amended Complaint, and the Second Amended Complaint despite allegedly relying on such information for their allegations.

Notwithstanding such objection, Defendant Debbie Snow (hereinafter Snow) answers Plaintiffs’ Second Amended Complaint as follows:

1. Paragraph 1 of Plaintiffs' Second Amended Complaint is not a factual allegation but a descriptor of the pleading such that no response is required. To the extent a response is required, Defendant Snow denies as phrased.
2. Defendant Snow admits the allegations of Paragraphs 2, 3, 4, 5, and 6 of Plaintiffs' Complaint.
3. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 7 of Plaintiffs' Complaint and therefore denies the same.
4. Defendant Snow admits the allegations of Paragraph 8.
5. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 9 of Plaintiffs' Complaint and therefore denies the same.
6. Defendant Snow admits the allegations of Paragraph 10.
7. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 11 of Plaintiffs' Complaint and therefore denies the same.
8. Defendant Snow denies the allegations of Paragraph 12.
9. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 13 of Plaintiffs' Complaint and therefore denies the same.

10. Defendant Snow denies the allegations of Paragraph 14.
11. For answer to Paragraph 15, Defendant Snow admits only that PADI Worldwide Corporation is a corporation organized and existing under the laws of the State of California, with its principal place of business in California. Defendant Snow denies the remaining allegations of Paragraph 15.
12. Defendant Snow admits the allegations of Paragraphs 16, and 17.
13. Defendant Snow admits that Plaintiffs refer to the PADI Defendants as PADI but denies the remaining allegations of Paragraph 18.
14. Defendant Snow admits the allegations of Paragraphs 19, and 20.
15. In answer to Paragraph 21, Defendant Snow admits only that she was the PADI scuba diving Instructor responsible for conducting PADI Advanced Open Water and PADI Dry Suit Specialty scuba diving training courses offered by Gull Dive at Lake McDonald on November 1, 2020. Defendant Snow denies each and every other allegation of Paragraph 21.
16. Defendant Snow admits the allegations of Paragraph 22.
17. Defendant Snow denies the allegations of Paragraph 23.
18. Defendant Snow admits the allegations of Paragraph 24.
19. In answer to Paragraph 25, Defendant Snow admits only that Jeannine Olson was the sole shareholder of Gull Scuba Center, LLC. Defendant Snow denies each and every other allegation of Paragraph 25.

20. Defendant Snow admits the allegations of Paragraphs 26, 27, and 28.
21. In answer to Paragraph 29, Defendant Snow admits only that Seth Liston was an employee of Gull Dive in October and November of 2020. Defendant Snow denies each and every other allegation of Paragraph 29.
22. Defendant Snow admits the allegations of Paragraph 30.
23. Defendant Snow denies the allegations of Paragraph 31, 32, 33, 34, and 35.
24. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 36 and 37 and therefore denies the same.
25. Paragraph 38 is a reservation of claims against fictitious defendants and as such no response is required. To the extent a response is required, Defendant Snow is without sufficient information to admit or deny the allegations and therefore denies the same.
26. Defendant Snow denies the allegations of Paragraph 39.
27. Paragraphs 40-58 do not appear to be directed at Defendant Snow and therefore no response is required. To the extent a response is required, Defendant Snow does not have sufficient information to admit or deny the allegations and therefore denies the same.
28. Paragraphs 59-61 do not appear to be directed at Defendant Snow and therefore no response is required. To the extent a response is required,

Defendant Snow does not have sufficient information to admit or deny the allegations and therefore denies the same.

29. In answer to Paragraph 62, Defendant Snow admits only that the PADI Advanced Open Water scuba diving training course is open to students 12 years of age who have completed prior training. Defendant Snow denies each and every other allegations of Paragraph 62 as phrased.
30. In answer to Paragraph 63, Defendant Snow admits only that the PADI Advanced Open Water scuba diving training our is intended to improve various scuba diver skills. Defendant Snow denies each and every other allegations of Paragraph 63 as phrased.
31. Paragraphs 64-65 do not appear to be directed at Defendant Snow and therefore no response is required. To the extent a response is required, Defendant Snow does not have sufficient information to admit or deny the allegations and therefore denies the same.
32. Defendant Snow admits the allegations of Paragraph 66.
33. In answer to Paragraph 67, Defendant Snow admits only that “Adventure Dives” completed in the PADI Advanced Open Water course may be credited toward the completion of other PADI certificates. Defendant Snow denies each and every other allegation of Paragraph 67.

34. In answer to Paragraph 68, Defendant Snow admits only that a student in the Advanced Open Water course can take a Dry Suit Adventure Dive as one of the student's Adventure Dives. Defendant Snow denies the remaining the allegations of Paragraph 68.
35. In answer to Paragraph 69, Defendant Snow admits only that the PADI Dry Suit Diver Specialty Course is intended to teach the proper use of a dry suit. Defendant Snow denies each and every other allegation of Paragraph 69 as phrased.
36. Paragraph 70 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow admits only that paragraph 70 generally discusses distinctions between wet suits and dry suits. Paragraph 70 is not a complete or definitive discussion of the distinctions between wet and dry suits.
37. Paragraph 71 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraph 71.
38. Paragraph 72 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is

required. To the extent a response is required, Defendant Snow admits only that paragraph 72 generally discusses a function of wet suits. Paragraph 72 is not a complete or definitive discussion of the function of wet suits.

39. Paragraph 73 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow admits only that paragraph 73 generally discusses a function of certain wet suits. Paragraph 73 is not a complete or definitive discussion of the function of wet suits.
40. Paragraph 74 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraph 74.
41. Paragraph 75 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow admits only that the weight of water will compress the air inside a dry suit. Defendant denies the remaining allegations of Paragraph 75 or that Paragraph 75 is a complete or definitive discussion of “squeeze.

42. Paragraph 76 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow admits only that the term “squeeze” generally refers to the weight of water compressing the air inside a dry suit. Defendant denies the remaining allegations of Paragraph 76 or that Paragraph 76 is a complete or definitive discussion of “squeeze.”
43. Paragraph 77 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow admits only that pressure of the water diminishes as a diver ascends in a dry suit. Defendant denies the remaining allegations of Paragraph 77 or that Paragraph 77 is a complete or definitive discussion of compression.
44. Paragraph 78 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow admits only that it is possible for a diver to lose control of their ascent. Defendant denies the remaining allegations of Paragraph 78 or that Paragraph 78 is a complete, accurate, relevant, or definitive discussion of ascending.

45. Paragraph 79 is not a factual allegation but appears to be the subject of expert opinion testimony. As such, it is an inappropriate pleading and no response is required. To the extent a response is required, Defendant Snow denies the remaining allegations of Paragraph 79 as phrased.
46. In answer to Paragraph 80, Defendant Snow admits only that the PADI Dry Suit Diver Specialty Course is intended to teach the proper use of a dry suit. Defendant Snow denies each and every other allegation of Paragraph 80 as phrased.
47. In answer to Paragraph 81, Defendant Snow admits only that PADI Dry Suit Diver Specialty Course includes information on course standards and requirements. Defendant Snow denies each and every other allegation of Paragraph 81 as phrased.
48. Defendant Snow denies the allegations of Paragraph 82.
49. In answer to Paragraph 83, Defendant Snow admits only that a diver must complete at least 100 dives to become a certified scuba instructor. Defendant Snow denies the allegations of Paragraph 83 as phrased.
50. Defendant Snow admits the allegations of Paragraph 84.
51. In answer to Paragraph 85, Defendant Snow admits that PADI administers an Instructor Exam at the conclusion of IDC instruction. Defendant Snow denies the remaining allegations of Paragraph 85 as stated.

52. In answer to Paragraph 86, Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 86 and therefore denies the same.
53. In answer to Paragraph 87, Defendant Snow admits that an Open Water Scuba Instructor can take additional training to become an instructor in different specialty diver courses. Defendant Snow admits that to be a Master Scuba Diver Trainer includes the requirement that an Instructor earn a minimum of five Specialty Diver certifications. Defendant Snow denies the remaining allegations of Paragraph 87.
54. Defendant Snow denies the allegations of Paragraph 88.
55. In answer to Paragraph 89, Defendant Snow admits only that a Dry Suit Adventure Dive may be added to an Advanced Open Water course. Defendant Snow denies every other allegations of Paragraph 89 and denies that it has any relation to this claim.
56. In answer to Paragraph 90, Defendant Snow admits only that she is aware of a “self-certification” process. Defendant Snow is without information to admit or deny each and every allegations of paragraph 90 and therefore denies the same. Further, Defendant Snow avers that Debbie Snow was certified to teach the PADI Dry Suit Diver specialty course and that self-certification has no application in this claim.

57. In answer to Paragraph 91, Defendant Snow admits only that she is aware of a “self-certification” process. Defendant Snow is without information to admit or deny each and every allegation of paragraph 91 and therefore denies the same. Further, Defendant Snow avers that she was certified to teach the PADI Dry Suit Diver specialty course and that self-certification has no application in this claim.
58. The allegations of Paragraph 92 are not directed at this Defendant and therefore no answer is required. To the extent an answer is required, Defendant Snow denies the allegations of Paragraph 92 and denies they have any application to this claim.
59. Defendant Snow admits the allegations of Paragraphs 93 and 94.
60. In answer to Paragraph 95, Defendant Snow admits only that the PADI Instructor Manual defines “Direct Supervision”, and the manual speaks for itself. Defendant Snow denies each and every other allegations of Paragraph 95 as phrased.
61. Defendant Snow admits the allegations of Paragraph 96.
62. In answer to Paragraph 97, Defendant Snow admits that direct supervision is required during a Dry Suit Adventure Dive with a maximum ratio of 8:1. Defendant Snow further admits that combined dives may include student

divers performing different skills with different supervision levels including potentially wearing wet suits and dry suits.

63. Defendant Snow admits the allegations of Paragraph 98.
64. Defendant Snow admits the allegations of Paragraph 99.
65. The allegations of Paragraphs 100, and 101 are not factual allegations but appear to be subjects of expert opinion testimony. As such, they are inappropriate pleadings and no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraphs 100 and 101.
66. Defendant Snow denies the allegations of Paragraphs 102 and 103.
67. The allegations of Paragraphs 104-108 are not directed at Defendant Snow and therefore require no response. To the extent a response is required, Defendant Snow is without sufficient information to admit or deny the allegations and therefore denies the same.
68. The allegations in Paragraphs 109 and 110 constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, they are denied.
69. In answer to Paragraph 111, Defendant Snow admits only that Gull Dive Center was a retail member of the PADI Retail and Resort Association. Defendant Snow denies every other allegation of Paragraph 111.

70. In answer to Paragraph 112, Defendant Snow admits that Gull Dive Center was expected to comply with certain PADI membership standards in certain situations and avers the standards speak for themselves. Defendant Snow denies that Gull Dive Center was subject to all PADI membership standards at all times.
71. In answer to Paragraph 113, Defendant Snow admits that Gull Dive Center was expected to comply with certain PADI membership standards in certain situations and avers the standards speak for themselves. Defendant Snow denies that Gull Dive Center was subject to all PADI membership standards at all times. Defendant Snow denies that Paragraph 113 is an accurate reading of the standards.
72. In answer to Paragraph 114, upon information and belief, Defendant Snow denies that Gull Dive Center violated the PADI membership standards by renting scuba equipment to Jesse Hubbell. Upon information and belief, Defendant Snow denies the allegations of the Hubbell complaint.
73. In answer to Paragraph 115, Defendant Snow denies the allegations regarding the Hubbell Complaint and that Gull Dive Center or its PADI professional should have been placed on administrative suspension. Defendant Snow is without sufficient information to admit or deny the remaining allegations of Paragraph 115 and therefore denies the same.

74. Paragraph 116 is an improper pleading that draws an erroneous conclusion. Defendant Snow admits only that changes have occurred on the Gull Dive website since June of 2019 Defendant Snow denies that the Gull Dive website was taken down or changed in any manner as a result of the Hubbell death and denies each and every other allegation of Paragraph 116.
75. Paragraph 117 is an improper pleading in that it asks Defendants to comment as to an implication rather than admit or deny an issue of fact. As such, no response is required. To the extent a response is required, Defendant Snow denies the implications of Paragraph 117 but admits that Gull Dive Center remained a PADI facility until Gull Dive Center ceased operations on April 24, 2021.
76. Paragraph 118 is an improper pleading that seeks to draw an erroneous conclusion. Defendant Snow admits that Gull Dive Center is no longer a PADI facility in that Gull Dive Center ceased operations on April 24, 2021. Defendant Snow denies that the Gull Dive Center membership was revoked or suspended and denies any remaining allegations, express or implied in Paragraph 118.
77. In response to Paragraph 119, Defendant Snow admits that Gull Dive Center is no longer a PADI facility in that Gull Dive Center ceased operations on April 24, 2021. Defendant Snow denies that the Gull Dive Center membership

was revoked or suspended or that a Consumer Alert regarding Gull Dive Center was appropriate and further denies any remaining allegations in Paragraph 119, express or implied.

78. Paragraph 119 is an improper pleading that seeks to draw an erroneous conclusion. Defendant Snow admits that Gull Dive Center is no longer a PADI facility in that Gull Dive Center ceased operations on April 24, 2021. Defendant Snow denies that the Gull Dive Center membership was revoked or suspended or that a Consumer Alert regarding Gull Dive Center was appropriate.
79. Defendant Snow admits the allegations of Paragraph 120 except the training occurred in December of 2019.
80. Paragraph 121 is an improper pleading that seeks to draw an erroneous conclusion. In answer to Paragraph 121, Defendant Snow admits only that she returned to Rainbow Reef for PADI instructor training in January of 2020, took the PADI Instructor Exam and passed the exam. Defendant Snow denies each and every other allegations and implication of Paragraph 121.
81. In answer to Paragraph 122, Defendant Snow admits only that there was a period of time that Gull Dive was closed in the Spring of 2020 and Defendant Snow was unable to teach classes. Defendant Snow denies each and every other allegation and implication of Paragraph 122.

82. In answer to Paragraph 123, upon information and belief, Defendant Snow admits that a complaint was filed but denies that Gull Dive Center violated the PADI membership standards by renting scuba equipment to Jesse Hubbell. Upon information and belief, Hubbell was certified to scuba dive at the time he rented equipment and therefore Defendant Snow denies the allegations of the Hubbell complaint. Defendant Snow denies any remaining allegations contained in Paragraph 123.
83. Defendant Snow denies the allegations of Paragraphs 124, 125, 126, 127, and 128. Upon information and belief, Hubbell was certified to scuba dive at the time he rented equipment and Defendant Snow denies the allegations of the Hubbell complaint.
84. Defendant Snow denies the allegations of Paragraph 129.
85. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 130 and therefore denies the same.
86. Defendant Snow admits the allegations of Paragraph 131.
87. For answer to Paragraph 132, Defendant Snow admits only that Joel Wilson paid for his scuba diving training courses. Defendant Snow is without sufficient information to admit or deny the remaining allegations of Paragraph 132 and therefore denies the same.

88. For answer to Paragraph 133, Defendant Snow is without sufficient information to admit or deny the allegation and therefore denies the same.
89. Defendant Snow denies the allegations of Paragraph 134.
90. Defendant Snow admits the allegations of Paragraph 135.
91. Defendant Snow without sufficient information to admit or deny the allegations of Paragraph 136 and 137 and therefore denies the same.
92. For answer to Paragraph 138, Defendant Snow admits that a training dive took place at Seeley Lake, Montana on October 25, 2020m and the temperatures were cold. Joel Wilson was given the option of deferring the training to a later date and declined that offer. Defendant Snow is without sufficient information to admit or deny the remaining allegations of Paragraph 138 and therefore denies the same.
93. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 139 and therefore denies the same.
94. Defendant Snow denies the allegations of Paragraphs 140 and 141 of Plaintiffs' Amended Complaint.
95. For answer to Paragraph 142, Defendant Snow admits only that Debbie Snow was acting as Joel Wilson's scuba instructor. Defendant Snow denies each and every other allegation of Paragraph 142.

96. For answer to Paragraph 143, Defendant Snow admits only that Joel Wilson was not present at the dive on November 1, 2020, due to a flat tire and did not participate in the dives on that day. Defendant Snow denies each and every other allegation of Paragraph 143.
97. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 144.
98. Defendant Snow denies the allegations of Paragraphs 145, 146, 147, and 148.
99. Defendant Snow denies the allegations of Paragraphs 149 and 150.
100. Defendant Snow admits the allegations of Paragraph 151, 152, 153, and 154.
101. Defendant Snow denies the allegations of Paragraph 155.
102. In answer to Paragraph 156, Defendant Snow admits only that on or about October 19, 2020, Linnea Mills enrolled in a PADI Advanced Open Water dive training course offered through Gull Dive Center. Defendant Snow denies each and every other allegation of Paragraph 156.
103. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 157, 158, and 159 and therefore denies the same.
104. Defendant Snow denies the allegations of Paragraphs 160 and 161.
105. Defendant Snow admits the allegations of Paragraph 162.
106. Defendant Snow denies the allegations of Paragraph 163.

107. In answer to Paragraph 164, Defendant Snow avers that the PADI Training Standards speak for themselves and denies Paragraph 164 to the extent it is inconsistent with the PADI Training Standards and denies that the PADI Training Standards create a legal duty or duties on the part of the Gull Dive Defendants.
108. Defendant Snow admits only that Gull Dive Center had certain duties in providing instruction to Linnea Mills. Defendant Snow denies that Paragraph 164 is an accurate statement of such duties. Defendant Snow denies each and every remaining allegation of Paragraph 164.
109. In answering Paragraph 165, Defendant Snow admits that a training dive took place at Seeley Lake, Montana on October 25, 2020, and the temperatures were cold. Students were given the option of deferring the training to a later date and declined that offer. Defendant Snow is without sufficient information to admit or deny the remaining allegations of Paragraph 165 and therefore denies the same.
110. Defendant Snow denies the allegations of Paragraph 166 as stated.
111. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 167 and therefore denies the same.
112. Defendant Snow denies the allegations of Paragraphs 168, 169, and 170.

113. In answering Paragraph 171, Defendant Snow admits that she was once a hairdresser as well as a business owner. Defendant Snow further admits that she received PADI instructor training in Key Largo, Florida and was certified as an OWSI in January 2020. Defendant Snow admits that she obtained additional PADI Instructor Credentials. She denies that she was not certified to teach PADI's Dry Suit Diver course and denies each and every other allegation of Paragraph 171.
114. Defendant Snow denies the allegations of Paragraphs 172, 173, and 174.
115. Defendant Snow admits the allegations of Paragraph 175.
116. For answer to Paragraph 176, Defendant Snow admits that Linnea Mills was instructed she would need a dry suit to participate in the dry suit diver course. Defendant Snow is without sufficient information to admit or deny the remaining allegations of Paragraphs 176 and therefore denies the same.
117. In answer to Paragraph 177, Defendant Snow admits only, upon information and belief, that Jeannine Olson a discussion with Nathan Dudden about hiring him as an employee of Gull Dive on October 29, 2020. Defendant Snow denies the remaining allegations of Paragraphs 177.
118. In answer to Paragraph 178, Defendant Snow admits only, upon information and belief, that there was a discussion of the group using Jeannine Olson's

- cabin at Lake Mary Ronan on October 29, 2020. Defendant Snow denies the remaining allegations of Paragraph 178.
119. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 179, 180, or 181 and therefore denies the same.
120. In answer to Paragraph 182, Defendant Snow admits only that Nathan Dudden paid \$200.00 to Gull Scuba Center for a Scuba Course. Defendant Snow denies any remaining allegations of Paragraph 182.
121. Paragraph 183 is a statement of law that does not require a response. To the extent a response is required, Defendant Snow denies that Paragraph 183 is an accurate statement under the law.
122. Defendant Snow denies the allegations of Paragraphs 184.
123. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 185, 186, and 187, and therefore denies the same.
124. For answer to Paragraph 188, Defendant Snow admits only that she understood that Linnea Mills and Nathan Dudden were enrolled in a course intended to train them to use a dry suit.
125. Defendant Snow denies the allegations of Paragraphs 189.
126. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 190, 191, and 192 and therefore denies the same.

127. Paragraphs 193-196 are not factual allegations but appear to be subjects of expert opinion testimony. As such, they are inappropriate pleadings and no response is required. To the extent a response is required, Defendant Snow does not have sufficient information to admit or deny the allegations and therefore denies the same.
128. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 197, 198, 199, and 200 and therefore denies the same.
129. Defendant Snow denies the allegations of Paragraph 201.
130. For answer to Paragraph 202, Defendant Snow admits PADI's training standards require instructors to orient divers to dry suits in confined water before divers use them for the first time in open water.
131. For answer to Paragraph 203, Defendant Snow admits only that she knew that Ms. Mills had not received an orientation in confined water prior to November 1, 2020. Defendant Snow denies each and every other allegation of Paragraph 203.
132. Defendant Snow denies the allegations of Paragraphs 204 and 205.
133. For answer to Paragraph 206, Defendant Snow admits only that she possessed the authority to postpone, cancel or terminate the upcoming training dives. Defendant Snow denies each and every other allegation of Paragraph 206.

134. Defendant Snow denies the allegations of Paragraphs 207 and 208.
135. Paragraph 209 is a statement of law that does not require a response. To the extent a response is required, for answer to Paragraph 209, Defendant Snow admits only that she knew that Linnea would be using a dry suit for the dry suit training dive on November 1, 2020. Defendant Snow denies the remaining allegations of Paragraph 209 as stated.
136. Paragraph 210 is a statement of law that does not require a response. To the extent a response is required, Defendant Snow denies that Paragraph 210 is an accurate statement of the law as phrased.
137. For answer to Paragraph 211, Defendant Snow admits only that she knew that Ms. Mills had not received an orientation in confined water prior to November 1, 2020. Defendant Snow denies each and every other allegation of Paragraph 211.
138. Defendant Snow denies the allegations of Paragraphs 212 and 213.
139. In answer to Paragraph 214, Defendant Snow admits only that Linnea Mills sent a text message to Debra Snow which stated in part “*Hey Debbie! what’s the plan for tomorrow? I have not received an email.*” Defendant Snow denies the remaining allegations of Paragraph 214.
140. Defendant Snow admits the allegations of Paragraph 215.

141. Defendant Snow admits that Paragraph 216 contains an accurate recitation of an email sent on October 27, 202 to Nathan Dudden, Joel Wilson, and others. Defendant Snow denies the remaining allegations of Paragraph 216.
142. Defendant Snow admits the allegations of Paragraph 217 and 218.
143. Defendant Snow denies the allegations of Paragraph 219.
144. Defendant Snow denies the allegations of Paragraph 220.
145. Defendant Snow denies that Paragraph 221 is a complete recitation of the communications to Linnea Mill and Nathan Dudden.
146. For answer to Paragraph 222, Defendant Snow admits that she picked up Linnea at her apartment. Defendant Snow further admits that she could not and therefore did not do a full inspection of the dry suit prior to the dive but denies each and every remaining allegation of Paragraph 222.
147. Defendant Snow denies the allegations of Paragraph 224.
148. Paragraphs 224-226 are not factual allegations but appear to be subjects of expert opinion testimony. As such, they are inappropriate pleadings and no response is required. To the extent a response is required, Defendant Snow does not have sufficient information to admit or deny the allegations in context and therefore denies the same.
149. Defendant Snow denies the allegations of Paragraphs 227, 228, 229, 230, and 231.

150. Paragraphs 232-236 are not factual allegations but appear to be subjects of expert opinion testimony. As such, they are inappropriate pleadings and no response is required. To the extent a response is required, Defendant Snow does not have sufficient information to admit or deny the allegations and therefore denies the same.
151. Defendant Snow admits the allegations of Paragraph 237, 238, and 239.
152. Defendant Snow denies the allegations of Paragraph 240.
153. For answer to Paragraph 241, Defendant Snow admits only that the arrival at Lake McDonald was delayed due to various student needs. Defendant Snow denies each and every remaining allegation of Paragraph 241.
154. Defendant Snow denies the allegations of Paragraph 242.
155. Defendant Snow admits the allegations of Paragraph 243.
156. Defendant Snow denies the allegations of Paragraph 244 and 245.
157. For answer to Paragraph 246, Defendant Snow admits only that she had additional equipment available including an additional dry suit and additional hoses. Defendant Snow denies each and every remaining allegation of Paragraph 246.
158. Defendant Snow admits the allegations of Paragraph 247 and 248.
159. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 249 and therefore denies the same.

160. Defendant Snow denies the allegations of Paragraph 250, 251, and 252.
161. For answer to Paragraph 253, Defendant Snow admits only that she entered the water to assist E.G. prior to other students entering the water. Defendant Snow denies each and every remaining allegation of Paragraph 253.
162. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 254, 255, 256, 257, and 258 and therefore denies the same.
163. For answer to Paragraph 259, Defendant Snow admits that she realized that Linnea Mills' dry suit would not connect with the low-pressure inflator hose on the Gull Dive regulator and could not be attached to the regulator. Defendant Snow denies each and every remaining allegation of Paragraph 259.
164. Defendant Snow denies the allegations of Paragraphs 260, 261, 262, 263, and 264.
165. The allegations in Paragraph 265 and its subparts constitute legal conclusions to which no responsive pleading is required, to the extent a response is required, Debra Snow denies the allegations contained in Paragraph 265 and all its subparts.
166. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 266 and therefore denies the same.

167. Defendant Snow denies the allegations of Paragraph 267.
168. In answer to Paragraph 268, Defendant Snow admits only that E.G. was fearful and unable to operate her scuba equipment through the weight check conducted with Debbie Snow. Defendant Snow denies each and every other allegation of Paragraph 268.
169. In answer to Paragraph 269, Defendant Snow admits that she positioned herself next to E.G. during the weight check to assist her through the process. Defendant Snow denies each and every other allegation of Paragraph 269.
170. In answer to Paragraph 270, Defendant Snow admits that she placed rocks in E.G.'s dry suit pockets to assess her buoyancy and then led her into slightly deeper water for the weight check. Defendant Snow denies each and every remaining allegation of Paragraph 270.
171. Defendant Snow denies the allegations of Paragraph 271.
172. Defendant Snow denies the allegations of Paragraph 272 as phrased.
173. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 273 and therefore denies the same.
174. Defendant Snow denies the allegations of Paragraphs 274, 275, and 276.
175. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 277, 278, 279, 280, 281, 282, 283, 284, 285, 286,

- 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, and 297 and therefore denies the same.
176. Defendant Snow denies the allegations of Paragraph 298, 299, and 300.
177. In answer to Paragraph 301, Defendant Snow admits that she obtained fresh air tanks and made a dive to locate Linnea. Defendant Snow further admits that Liston made a rapid ascent to the surface and Snow removed Linnea's BCD and air tank in order to take her to the surface. Defendant Snow denies each and every remaining allegation of Paragraph 301.
178. Defendant Snow denies the allegations of Paragraph 302, 303, and 304.
179. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 305 and 306 and therefore denies the same.
180. Defendant Snow denies the allegations of Paragraph 307.
181. Defendant Snow denies the allegations of Paragraphs 308 as phrased.
182. Defendant Snow denies the allegations of Paragraphs 309, 310, 311, and 312.
183. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraphs 313 and 314 and therefore denies the same.
184. Defendant Snow denies the allegations of Paragraph 315.
185. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 316 and therefore denies the same.

186. Defendant Snow denies the allegations of Paragraphs 317, 318, 318, 320, and 321.
187. In answer to Paragraph 322, Defendant Snow admits only that she is not aware of the investigators, Coroner, Montana State Crime Lab, or Medical Examiner's Office or Mills Family requesting the data stored on Linnea's dive computer being requested. Defendant Snow denies the allegations and the implications of Paragraph 322.
188. Upon information and belief, Defendant Snow denies the allegations of Paragraph 323.
189. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 324 and therefore denies the same.
190. Defendant Snow admits the allegations of Paragraph 325.
191. In answer to Paragraph 326, Defendant Snow admits only that certain certifications were issued based on the dives on October 25, and November 1, 2020. Defendant Snow is without sufficient information to admit or deny the remaining allegations of Paragraph 326 and therefore denies the same.
192. In answer to Paragraph 327, Defendant Snow admits only that she would have been the Certifying Instructor on the certifications issued based on the dives on October 25 and November 1, 2020. Defendant Snow is without sufficient

information to admit or deny the remaining allegations of Paragraph 327, and therefore denies the same.

193. Defendant Snow is without sufficient information to admit or deny the allegations of Paragraph 328 and therefore denies the same.

**COUNT I- NEGLIGENCE (SURVIVAL)**

**(Linnea Mills, deceased, by and through her Personal Representative, L. Scott Mills v. Defendant, Gull Scuba Center, LLC d/b/a Gull Dive Center)**

194. For answer to Paragraph 329, Defendant Snow incorporates by reference her responses to Paragraphs 1-328 as though set forth fully herein.
195. The allegations contained in Paragraphs 330-337 are not directed at Defendant Snow and no response is required. Further, Paragraphs 330-337 are legal conclusions to which no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraphs 330-337.
196. Defendant Snow denies the allegations of Paragraphs 338-342.

**COUNT II- NEGLIGENCE (SURVIVAL)**

**(Linnea Mills, deceased, by and through her Personal Representative, L. Scott Mills v. Defendants, Debbie Snow)**

197. For answer to Paragraph 343, Defendant Snow incorporates by reference her responses to Paragraphs 1-342 as though set forth fully herein.
198. Paragraphs 344, 345, 346, and 348 are legal conclusions to which no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraphs 343-353.

**COUNT III- NEGLIGENCE (SURVIVAL)**  
**(Linnea Mills, deceased, by and through her Personal Representative, L. Scott Mills v. Defendants, PADI Worldwide and PADI Americas, Inc.)**

199. For answer to Paragraph 354, Defendant Snow incorporates by reference her responses to Paragraphs 1-353 as though set forth fully herein.
200. The allegations contained in Paragraphs 355-363 are not directed at Defendant Snow and no response is required. Further, Paragraphs 355, 356, and 357 are legal conclusions to which no response is required. To the extent a response is required Defendant Snow denies the allegations of Paragraphs 355-361.

**COUNT I- NEGLIGENCE (SURVIVAL)**  
**(Linnea Mills, deceased, by and through her Personal Representative, L. Scott Mills v. Defendant, Heidi Houck)**

201. For answer to Paragraph 364, Defendant Snow incorporates by reference her responses to Paragraphs 1-363 as though set forth fully herein.
202. The allegations contained in Paragraphs 365-390 are not directed at Defendant Snow and no response is required. Further, Paragraphs 353, 369, 371, and 381 are legal conclusions to which no response is required. To the extent a response is required Defendant Snow denies the allegations of Paragraphs 365-390.

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**COUNT V - NEGLIGENCE (WRONGFUL DEATH)**  
**(L. Scott Mills, as Personal Representative of the Estate of Linnea Mills,**  
**on behalf of the heirs of Linnea Mills, and L. Scott Mills,**  
**Individually v. Defendants, Gull Scuba Center, LLC,**  
**d/b/a Gull Dive Center, David Olson and Jeannine Olson)**

203. For answer to Paragraph 391, Defendant Snow incorporates by reference her responses to Paragraphs 1-390 as though set forth fully herein.
204. The allegations contained in Paragraphs 391-407 are not directed at Defendant Snow and no response is required. Further, Paragraphs 392, 393, 395, 396, 398, and 402 are legal conclusions to which no response is required. To the extent an answer is required, Defendant Snow denies the allegations of Paragraphs 392-407.

**COUNT VI – NEGLIGENCE (WRONGFUL DEATH)**  
**(L. Scott Mills, as Personal Representative of the Estate of Linnea Mills,**  
**on behalf of the heirs of Linnea Mills, and L. Scott Mills,**  
**Individually v. Defendant, Heidi Houck)**

205. For answer to Paragraph 408, Defendant Snow incorporates by reference her responses to Paragraphs 1-407 as though set forth fully herein.
206. The allegations contained in Paragraphs 409-433 are not directed at Defendant Snow and no response is required. Further, Paragraphs 409, 415, 422, 424, and 428 are legal conclusions to which no response is required. To the extent a response is required Defendant Snow denies the allegations of Paragraphs 409-433.

**COUNT VII - NEGLIGENCE (WRONGFUL DEATH)**  
**(L. Scott Mills, as Personal Representative of the Estate of Linnea Mills, on behalf of the heirs of Linnea Mills, and L. Scott Mills, Individually v. Defendants, PADI Worldwide and PADI Americas, Inc.)**

207. For answer to Paragraph 434, Defendant Snow incorporates by reference her responses to Paragraphs 1-433 as though set forth fully herein.
208. The allegations contained in Paragraphs 435-452 are not directed at Defendant Snow and no response is required. Further, Paragraphs 434, 437, 440, 444, 445, 447, 448, and 449 are legal conclusions to which no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraphs 435-452.

**COUNT VIII - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**  
**(Plaintiffs, L. Scott Mills, Robert Gentry, Shannon Gentry and E.G., a minor by her mother and next friend, Shannon Gentry v. Gull Scuba Center, LLC, d/b/a Gull Dive Center, Debbie Snow, Seth Liston, Heidi Houck, David Olson and Jeannine Olson)**

209. For answer to Paragraph 453, Defendant Snow incorporates by reference her responses to Paragraphs 1-452 as though set forth fully herein.
210. Defendant Snow denies the allegations of Paragraphs 454-462.

**COUNT IX - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
**(Plaintiff, Robert Gentry v. Jeannine Olson)**

211. For answer to Paragraph 463, Defendant Snow incorporates by reference her responses to Paragraphs 1-462 as though set forth fully herein.

212. The allegations of Paragraphs 464-478 are not directed at Defendant Snow and no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraphs 464-478.

**COUNT X – UNFAIR AND DECEPTIVE TRADE PRACTICES  
(Plaintiffs, L. Scott Mills, as Personal Representative of the Estate of  
Linnea Mills, and L. Scott Mills, Individually, Joel Wilson, Robert Gentry,  
Shannon Gentry and E.G., by her mother and next friend,  
Shannon Gentry v. PADI Worldwide and PADI Americas, Inc.)**

213. For answer to Paragraph 479, Defendant Snow incorporates by reference her responses to Paragraphs 1-478 as though set forth fully herein.

214. The allegations contained in Paragraphs 480-495 are not directed at Defendant Snow and no response is required. Further, Paragraphs 480 and 481 are legal conclusions to which no response is required. To the extent a response is required Defendant Snow denies the allegations of Paragraphs 480-495.

**COUNT XI – UNFAIR AND DECEPTIVE TRADE PRACTICES  
(Plaintiffs, L. Scott Mills, as Personal Representative of the Estate of  
Linnea Mills, and L. Scott Mills, Individually, Joel Wilson, Robert Gentry,  
Shannon Gentry and E.G., by her mother and next friend, Shannon Gentry v.  
Gull Scuba Center, LLC, d/b/a Gull Dive Center, Debbie Snow,  
David Olson and Jeannine Olson)**

215. For answer to Paragraph 496, Defendant Snow incorporates by reference her responses to Paragraphs 1-495 as though set forth fully herein.

216. Paragraphs 497 and 498 are legal conclusions to which no response is required. In answer to Paragraphs 496-517, Defendant Snow denies the allegations of Paragraphs 496-517.

**COUNT XII - PUNITIVE DAMAGES**  
**(Plaintiffs, L. Scott Mills, as Personal Representative of the Estate of Linnea Mills, and L. Scott Mills, Individually, Joel Wilson, Robert Gentry, Shannon Gentry and E.G., by her mother and next friend, Shannon Gentry v. All Defendants)**

217. For answer to Paragraph 518, Defendant Snow incorporates by reference her responses to Paragraphs 1-517 as though set forth fully herein.
218. Defendant Snow denies the allegations of Paragraphs 518-524.

**COUNT XIII – PIERCING THE CORPORATE VEIL**  
**(Plaintiffs, L. Scott Mills, as Personal Representative of the Estate of Linnea Mills, and L. Scott Mills, Individually, Joel Wilson, Robert Gentry, Shannon Gentry and E.G., by her mother and next friend, Shannon Gentry v. Defendants, Gull Scuba Center, LLC d/b/a Gull Dive Center, David Olson and Jeannine Olson)**

219. For answer to Paragraph 525, Defendant Snow incorporates by reference her responses to Paragraphs 1-524 as though set forth fully herein.
220. For answer to Paragraph 526, Defendant Snow admits only that Jeannine Olson is the sole shareholder of Gull Scuba Center, LLC. Defendant Snow denies each and every other allegation of Paragraph 526.
221. The allegations contained in Paragraphs 527-55 are not directed at Defendant Snow and no response is required. To the extent a response is required, Defendant Snow denies the allegations of Paragraphs 527-555.

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## AFFIRMATIVE DEFENSES

1. Plaintiffs' Second Amended Complaint fails to state a claim against Defendant Snow upon which relief can be granted.
2. The damages and injuries claimed by the Plaintiffs were not caused by Defendant Snow.
3. Plaintiffs' claims should be barred or comparatively reduced by Plaintiffs' and Plaintiffs' decedent's own negligence or intentional conduct.
4. Any recovery against Defendant Snow should be reduced by amounts received by Plaintiffs from any collateral source pursuant to M.C.A. § 27-1-308.
5. Any recovery against Defendant Snow should be barred or reduced for Plaintiffs' failure to mitigate the alleged damages.
6. Any recovery against Defendant Snow is barred by the fact that Plaintiffs' damages were the result of unforeseeable intervening and superseding causes.
7. Defendant Snow has the right of contribution or indemnity from any other party or non-party presently named or to be named in this matter whose negligence or fault may have contributed as a cause to any injuries or damages allegedly sustained by Plaintiffs, pursuant to § 27-1-703, M.C.A and the law of Montana.

8. Defendant Snow avers that certain claims of Plaintiffs were the result of acts, omissions and/or negligent conduct of third parties over whom Defendant Snow had no control or duty to control.
9. Plaintiffs' decedent, Linnea Mills, signed a written Waiver of Liability and Assumption of Risk agreement in favor of Debbie Snow, Gull Dive Center, PADI, and their employees, officers, agents, contractors or assigns. A true and correct copy of Ms. Mill's written agreement is attached hereto as **Exhibit A** and its terms and conditions are incorporated by this reference as though set forth at length herein. This lawsuit is barred against Defendant Snow by operation of this valid Waiver of Liability and Assumption of Risk Agreement.
10. Plaintiffs' damages arose out of the inherent risks intrinsic to scuba diving and thus their claims against Defendant Snow are barred by the provisions of M.C.A. 27-1-753.
11. This Defendant lacks personal knowledge as to the standing of the Plaintiffs, and each of them, and therefore, on information and belief, alleges that each of them lack standing to bring the claims asserted in the Complaint.
12. Certain Plaintiffs' claims for relief in this matter are barred against Defendant Snow because certain Plaintiffs' injuries and losses were not legally caused by negligent acts or omissions by Defendant Snow.

13. The claims in the Complaint and each count there of that may seek exemplary or punitive damages violates Defendant Snow's right to procedural due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and Article I, Section 1, paras. 1 and 11 and all applicable provisions of the Montana Constitution.
14. The claims in the Complaint and each count thereof that may seek exemplary or punitive damages violates Defendant Snow's right to equal protection under the law and are otherwise unconstitutional under the Fourteenth Amendment of the United States Constitution and Article I, Section 1, para. 2, and all other applicable provisions of the Montana Constitution.
15. The provisions of MCA 27-1-221 regarding punitive damages are unconstitutional to the extent that they permit consideration of factors other than those enumerated by the United States Supreme Court in *Cooper Industries v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001) in determining an award of punitive damages.
16. Pursuant to MCA 27-1-308, any recovery by Plaintiffs may not exceed amounts actually paid by or on their behalf to health care providers that rendered reasonable and necessary medical services or treatment and Plaintiffs are not entitled to damages for health care providers' bills resolved

by way of contractual discount, price reduction, disallowance, gift, write-off, or otherwise not paid.

17. Some or all of the injuries and damages complained of by Plaintiffs are attributable to conditions beyond the control and legal responsibility of Defendant Snow.
18. Defendant Snow reserves the right to amend this answer to allege new and additional defenses as they might arise or become apparent through discovery or investigation or to dismiss those defenses that may later be shown not to be applicable.
19. Defendant Snow adopts each and every affirmative defense asserted by any other Defendant and incorporates same as if set forth verbatim herein.

### **APPLICABILITY OF AFFIRMATIVE DEFENSES**

Defendant Snow asserts the above claims and defenses so that they will not be waived. Defendant Snow reserves the right to add additional affirmative defenses throughout the course of discovery. Some of Defendant Snow's affirmative defenses may not apply when this case proceeds to trial. At the Pretrial Conference, Defendant Snow will dismiss any affirmative defense which does not appear to be reasonably based and supported by the facts and/or law.

**RELIEF SOUGHT**

Defendant Snow requests the Court to grant the following relief:

1. Dismiss the Amended Complaint with prejudice.
2. Award Defendant Snow her costs.
3. For such other relief as the Court deems proper.

**JURY DEMAND**

Defendant Snow hereby demands a trial by jury of all issues of fact raised herein.

DATED this 25<sup>th</sup> day of January, 2022.

/s/ Susan Moriarity Mitko  
Susan Moriarity Mitko, Esq.  
*Attorney for Debbie Snow*