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BY WENDY TUREK  
DEPUTY

**MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY**

Daniel K. O'Connell & Valery A. O'Connell	)	
& on behalf of themselves as members of	)	
Glastonbury Landowners Association.	)	Cause No. DV-11-114
	)	
Plaintiff(s),	)	
	)	<b>PLAINTIFFS' MOTION FOR</b>
v.	)	<b>JOINER OF CLAIMS/CASES</b>
	)	
Glastonbury Landowners Association, Inc.	)	
& current GLA Board of Directors	)	
	)	
Defendant(s)	)	
_____	)	

Plaintiffs and GLA members, Daniel and Valery O'Connell, pursuant to M.R.Civ.P., Rule 18, hereby file motion for joinder of these complaint claims into case claims DV-12-164. This motion for joinder of claims/cases is proper, serves justice, and judicial economy would be promoted by this joinder, since all parties agree these are the same parties and some of the same issues before Judge Gilbert; being covenant/bylaw contract violations (see Defendants May 16th venue pleading, pg. 2). (Note: Plaintiffs' venue change motion is hereby voided for this motion.)

**Rule 18. Joinder of Claims.**

- (a) **In General.** A party asserting a claim, counterclaim, crossclaim, or third-party claim may join, as independent or alternative claims, as many claims as it has against an opposing party.
- (b) **Joinder of Contingent Claims.** A party may join two claims even though one of them is contingent on the disposition of the other; but the court may grant relief only in accordance with the parties' relative substantive rights. In particular, a plaintiff may state a claim for money and a claim to set aside a conveyance that is fraudulent as to that plaintiff, without first obtaining a judgment for the money. In tort cases, this rule does not allow a liability or indemnity insurance carrier to join, unless under law or a contract the carrier is directly liable to the person injured or damaged.

## FACTUAL ARGUMENTS AND BRIEF IN SUPPORT

Pursuant to this rule 18 above, both claim/cases to be enjoined are under the same covenant/bylaw contracts; for which the liability or indemnity insurance carrier, Brown Law Firm, is directly liable to the Plaintiff members injured or damaged.

BACKGROUND: In 2011, Plaintiff members filed this complaint DV-11-114; which was dismissed, then on appeal reversed and remanded back to the lower court for amendments. Plaintiffs filed this amended complaint in March 2013 and Defendants gave timely answer. During this time of appeal, other contract disputes arose between the same parties that necessitated filing 2 more complaints DV-11-220 and DV-12-164.

In Jan. 2013, Plaintiffs a motion to join case claims DV-11-220 and DV-12-164 expired after Plaintiffs filed a motion for summary judgment for case DV-11-220. What is left is DV-11-114, which can and should be enjoined to DV-12-164 for having the same parties and same contract violation issues. Pending complaint, DV-12-164, was thus answered by the same Defendants for the same and similar covenant/bylaw contract violations.\*

(\* On September 24, 2012, GLA Members and Plaintiffs filed and served a pending complaint (DV-12-164) in Park County against the GLA Board and Corporation. DV-12-164 relief was to prohibit GLA/Erickson contracts and GLA/Minnick contracts which are in violation of current GLA covenant/bylaw documents; and to mandate the GLA Board perform those same contract duties as required by law per state statute (§35-2-414, MCA.) and by its governing contracts. This is because most GLA authority, powers, & duties were abrogated to Minnick in violation of state law and GLA governing contracts with members. Soon after that case filing, the Erickson variance contracts with the GLA were allegedly cancelled, and the illegal Minnick contract was amended Dec. 2012; which amendment did not resolve most issues.)

Furthermore, Plaintiffs' past substitution request was for a local judge, not one hundreds of miles away in Plentywood. Plentywood is a small hometown of O'Connells former council

Hertha Lund, her family and friends; for which estranged relations with Lund may negatively effect Cybulski's impartiality against O'Connells. Defendants at least agree that one judge is better than two. (see Defendants' May 16th venue pleading, pg. 2).

**CONCLUSION**

As rule 18 (above) allows, justice and judicial economy is served to grant this motion to allow these case claims (DV-11-114) to be enjoined into DV-12-164 claims, because all parties agree the parties are the same, with similar liabilities, all parties and witnesses benefit from reduced cost and time and convenience of one local judge (not 2), and one hearing: which also reduces courts time and avoids more expenses incurred upon all parties.

Respectfully submitted this 24th day of May 2013.

Signed *Daniel K. O'Connell*  
Daniel O'Connell

Signed: *Valery O'Connell*  
Valery O'Connell

**Certificate of Service**

A true and correct copy of forgoing document(s) were sent to the following parties via first class mail on this same day to:

Sixth Judicial District Clerk of Court  
414 E. Callender St.  
Livingston, Mt. 59047

Alanah Griffith  
1184 N. 15th St. Suite #4  
Bozeman, Mt. 59715

Hon. Judge David Cybulski  
573 Shippe Canyon Rd.  
Plentywood, Mt. 59254

Brown Law Firm, P.C.  
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Billings, MT. 59103-0849

By *Daniel K. O'Connell*  
Daniel O'Connell

By: *Valery O'Connell*  
Valery O'Connell