

Daniel & Valery O'Connell –PRO SE
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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-12-114

Plaintiff(s),)

v.)

**AFFIDAVIT IN SUPPORT OF
MOTION TO INDEMNIFY PLAINTIFF**

Glastonbury Landowners Association, Inc.)
Board of Directors)

Defendant(s))
_____)

We, Daniel K. O'Connell, and Valery A. O'Connell, also called Plaintiffs, being duly sworn,
hereby state to the best of our knowledge these material facts as follows:

1. Plaintiffs, being of sound mind and body, are both over 18 years of age and have personal knowledge of the matters discussed herein.
2. Plaintiffs filed a Civil Complaint DV-11-114 against the Glastonbury Landowners Association, Inc., also called GLA Defendants, and Defendants filed a counterclaim before this Court.
3. Plaintiff-Daniel O'Connell "is or was a Director" when this civil action was filed in 2011. The GLA Association are Defendants in this civil action; which action is NOT an "action by or in the right of the Association," and recently discovered the GLA's authority (under **GLA Bylaw VI(O)** and **§35-2-447, MCA.** requires them and their insurance carrier to indemnify the Plaintiff-Daniel O'Connell as a GLA Director (as

this motion requests).

4. As required by GLA Bylaw VI(O), the “Association shall indemnify, to the full extent permitted by the Montana Nonprofit Corporation Act, any person who was or is a party ... to any pending or completed action, suit or proceeding ... by reason of the fact that he is or was a Director...” including Director-Daniel O’Connell.
5. There is no restriction nor justifiable reason given by the GLA to refuse to indemnify Director (plaintiff) Daniel O’Connell. There was no reason given and the affidavit factually refutes any possible reason that may be given to deny indemnification because, “Director (Plaintiff) Daniel O’Connell filed such action not the GLA; which action was against the GLA Association and Corporation; and he acted in good faith; and reasonably believes in the case of conduct in the individual's official capacity with the corporation, that the conduct was in its best interests; and in all other cases, that the conduct was at least not opposed to its best interests; and for which actions there was no misconduct, nor law violation, nor improper personal benefit to the director.”
6. GLA President-Alyssa Allen notified Plaintiff that such insurance carrier policy is current but set to expire on June 11, 2014.
7. Indemnification of this civil action is for good cause is timely requested, allowed by law, and necessary for Daniel O’Connell to be indemnified to seek legal representation of his civil action for oral deposition and requested trial.

FURTHER TESTIMONY, AFFIDAVIT SAYETH NOT.

Respectfully submitted this 3rd day of June, 2014,

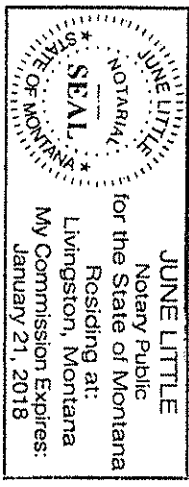
For Notary: State of Montana County of Park

Signed and sworn to (or affirmed) before me on 4-3-2014 (date) by:

Signed: Daniel O'Connell (Daniel O'Connell)

Signed: Valery O'Connell (Valery O'Connell)

SEAL:



June Little (Notarial officer)
June Little Name

Notary Title (Rank)

LIVINGSTON, MT (Residing at) My commission expires: 1-21-2014

