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PARK COUNTY CLERK
OF DISTRICT COURT
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FILED
BY MOLLY BRADBERRY

MONTANA SIXTH JUDICIAL DISTRICT COURT, PARK COUNTY DEPUTY

Daniel K. O'Connell & Valery A. O'Connell)
& on behalf of themselves as members of)
Glastonbury Landowners Association.)

Plaintiff(s),)

v.)

Glastonbury Landowners Association, Inc.)
& current GLA Board of Directors)

Defendant(s))

Cause No. DV-11-114

PLAINTIFFS AMENDED REQUEST FOR DEFENDANT ADMISSIONS

Plaintiffs' as GLA Director and members of the GLA Association pursuant to M.R.Civ.P., Rule 36, submits this "PLAINTIFFS REQUESTS FOR DEFENDANT ADMISSIONS." Also pursuant to Local District Court Rule 6, Plaintiffs submit the attached "Pre-Discovery Disclosure Appendix 1" that states:

"A. This Pre-Discovery Disclosure "factual basis" and any "legal theory" or "claim or defense" are all stated ... within each corresponding admission request #: which requests are all for purposes of discovery for the pending action only, regarding non-privileged matters relevant to this pending action & countersuit, or else reasonably calculated to lead to the discovery of relevant admissible evidence;

B. Names for such discovery requested herein are the same as the Defendants called Glastonbury Landowners Association, Inc. & current GLA Board of Directors (or else one person acting on their behalf-Alyssa Allen or so named in the admission such as Rich Spallone, Gerald Dubeil, or Paul Rantallo, or on behalf of any one of them): & whose GLA corporate address is PO Box 312 Emigrant, MT.

- C. All documents cited herein and in the request for admissions are either GLA documents, or else have previously been made available to the GLA Defendants.”

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS

INSTRUCTIONS:

If the GLA Defendants fail to respond or object to any request within 30 days of the service of the Requests, the matter shall be deemed admitted under Rule 36.

As is more fully set out in Rule 36(a), the Defendant must admit or deny each request, and, where necessary, specify the parts of each request to which it objects or cannot in good faith admit or deny. If the Defendant objects to only part of a Request, it must admit or deny the remainder of the Request. In the event that the Defendant objects to or denies any Request or portion of a Request, the Defendant must state the reasons for its objection or denial.

These Requests shall be deemed continuing and supplemental answers shall be required if you directly or indirectly obtain further information after your initial response as provided by M.CivP Rule 26(e).

Each Request solicits all information obtainable by Defendant GLA INC. & GLA Board of Directors from Defendants attorneys, investigators, agents, employees and representatives. If you answer a Request on the basis that you lack sufficient information to respond, describe any and all efforts you made to inform yourself of the facts and circumstances necessary to answer or respond.

DEFINITIONS:

1. The word "or" is used herein in its inclusive sense unless the context clearly requires otherwise.
2. The term "document" means and includes without limitation all correspondence, memoranda, certificates, notes, books, manuals, pamphlets, brochures, advertisements, books of account, balance sheets, financial statements, profit and loss statements, working papers, schedules, diaries, calendars, logs, time records, equipment records, microfilms, transcripts, recordings, tapes, telexes, telegrams, files, proposals, bids, offers, contracts, agreements, change orders, worksheets, drawings, blue prints, designs, specifications, time cards, compilations, graphs, charts, bills, statements, invoices, receipts, bills of lading, shipping records, confirmations, applications, purchase orders, checks, checkbooks and other checking records, photographs, formulae, prescriptions, studies, projections, reports, computer programs, information contained in computer banks, tapes, cards, printouts and drafts to the extent they differ from the originals, and all other records and papers of any nature whatsoever.
3. Any reference to a specifically named person, corporation or other entity and any reference generally to "person" shall include the employees, agents, representatives and other persons acting on behalf thereof or through whom the referenced person

acts. The term "person" means and includes natural persons, corporations, partnerships, joint ventures, sole proprietorships, associations, trusts, estates, firms and any other entity.

4. As used herein, the term "Aggregate" or "aggregate spending" is pursuant to GLA Covenant 8.01(h) to mean equally spend on GLA roads based upon the amount of the individual AND collective GLA member assessments for a certain member road area (such as North and South Glastonbury or High South Glastonbury).

5. As used herein, the term "profit" or "make a profit" means to be compensated over and above expenses incurred for services rendered.

6. As used herein, "Plaintiff" means, unless otherwise indicated, Daniel and Valery O'Connell.

7. As used herein, "Defendant", shall be deemed to include GLA Inc. and GLA Board of Directors since 2011, as well as their agents, attorneys, representatives or any other person acting on their behalf or on behalf of any one of them.

8. As used herein, "Settlement Agreement" means case DV-11-193 document called "Settlement Agreement" ratified August 2012 signed by GLA officers and O'Connells.

FIRST SET OF ADMISSIONS

For all time periods (starting 2009) as relevant to this complaint in this matter, the GLA Board is requested to admit within 30 days after service, or within 5 days after service in an unlawful detainer action, of this Requests FOR Admission that for this **First Set of Admissions, Admit that each of the following facts is true:**

Request 1. Admit that, except for budget report(s), project review(s), and agenda(s), the only way for GLA members to get other GLA documents is to make a written request to the GLA Board.

Request 2. Admit that since October 2012, O'Connell Members made written requests as members for requested GLA documents pursuant to the 2012 settlement agreement.

Request 3. Admit that the GLA Board since October 2012 withheld or denied such requested documents to its members-O'Connells that were requested & allowed under 2012 settlement agreement.

Request 4. Admit that the GLA Board denied to its members-O'Connells any of the settlement agreement documents* quoted & cited below as requested (per §35-2-906 MCA) via email by the O'Connells **starting** June 28th, 2014:

**GLA member complaint/suggestion letters to the Board" for the last 36 months

****GLA communication with members**" (per §35-2-906 MCA called "resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members.")

****GLA member account balances**" (per §35-2-906 MCA called "accounting records" and "financial statements.")

****GLA payment plans with members**" (per §35-2-906 MC called "accounting records" and "financial statements;" or else called "resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members.")

****GLA Board committee minutes**" & **Board "closed secession" meeting minutes**" or **confidential Board meetings**" for the last 36 months (per §35-2-906 MCA called "minutes of meetings.")

Request 5. Admit that for year(s): 2010, or 2011, or 2012, or 2013, the GLA Board prior to making any new Rules or Regulations, or taking any action to enforce any of the Covenants, Bylaws, Rules or Regulations failed to give its members due process/notice requirements pursuant to GLA Bylaw XI(C).

Request 6. Admit that the GLA Board from January 2009 through September 2011 failed to give O'Connell & members receipts & expenditure statements per Bylaw VIII.F & H:

Request 7. Admit that from 2010 through 2013, GLA yearly collected less than \$18,000 total member assessments from members owning HIGH South Glastonbury lots or residences accessible by Hercules Road, Polaris Road, or Sagittarius Roads (High South Glastonbury roads).

Request 8. Admit that the in calendar year 2010, GLA Board spent more than \$12,000 member assessments for grading (labor and costs), road repair (labor & costs), snowplowing (labor & cost), weed spraying (labor and costs) to maintain Hercules Road & Polaris Road & Sagittarius Roads (High South Glastonbury roads).

Request 9. Admit that the in calendar year 2011 GLA Board spent more than \$12,000 in member assessments for grading (labor and costs), road repair (labor & costs), snowplowing (labor & cost), weed spraying (labor and costs) to maintain Hercules Road & Polaris Road & Sagittarius Roads (High South Glastonbury roads).

Request 10. Admit that the in calendar year 2012, GLA Board spent more than \$12,000 member assessments for grading (labor and costs), road repair (labor & costs), snowplowing (labor & cost), weed spraying (labor and costs) to maintain Hercules Road & Polaris Road & Sagittarius Roads (High South Glastonbury roads).

Request 11. Admit that the in calendar year 2013, GLA Board spent more than \$12,000 member assessments for grading (labor and costs), road repair (labor & costs), snowplowing (labor & cost), weed spraying (labor and costs) to maintain Hercules Road & Polaris Road & Sagittarius Roads (High South Glastonbury roads).

Request 12. Admit that the GLA Board from 2010 through 2013 did NOT utilize the GLA website to post member payments, notices, newsletters; which actions cost money to print, mail, & labor costs (to send out these member payments, notices, newsletters).

Request 13. Admit that regarding request 12 above, GLA Board spent approx. or more than two thousand dollars (to print, postage costs, labor costs) to send GLA members all notices, payment invoices, newsletters via US Postal service U.S. Mail.

Request 14. Admit that in the last few years, GLA Directors Rich Spallone, Paul Rantallo Alyssa Allen, & Gerald Dubiel performed services for the GLA nonprofit organization and (c) received compensation in excess of expenses incurred to perform such services.

Request 15. Admit that the GLA Board paid GLA assessments to Director Rich Spallone for such Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 16. Admit that the GLA Board paid GLA assessments to Director Rich Spallone at a profit (in excess of expenses incurred to perform such services) for such Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 17. Admit that the GLA Board paid GLA assessments to Director Paul Rantallo for such Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 18. Admit that the GLA Board paid GLA assessments to Director Paul Rantallo, a profit (in excess of expenses incurred to perform such services) for such Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 19. Admit that the GLA Board paid GLA assessments to Director Alyssa Allen for such Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 20. Admit that the GLA Board paid GLA assessments to Director Alyssa Allen a profit (in excess of expenses incurred to perform such services) for such Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 21. Admit that the GLA Board paid GLA assessments to Director Gerald Dubiel for such Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 22. Admit that the GLA Board paid GLA assessments to Director Gerald Dubiel, a profit (in excess of expenses incurred to perform such services) for such

Director doing specific duties for the GLA from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013.

Request 23. Admit that from 2009, and/or 2010, and/or 2011, and/or 2012, and/or 2013, the GLA Board failed to get written bids from other competitors for duties paid for by GLA assessments for duties done by one or more GLA Directors (Alyssa Allen, Gerald Dubiel, Rich Spallone, Paul Rantallo).

Request 24. Admit that the GLA Board does not allow anyone but GLA Board members to attend its so called "closed session" meetings without GLA Board's permission rarely given to its members.

Request 25. Admit that the GLA Board deny its members-the O'Connells to see or copy GLA Board meeting minutes from "closed session" (or private) Board meetings after O'Connells made discovery request(s) and member request(s) for such minutes.

Request 26. Admit that within the notebook where the GLA says it keeps Board meeting minutes for its members to see them, such minutes from "closed session" meetings are absent from this notebook.

Request 27. Admit that in year(s) 2010, and/or 2011, and/or 2012, and/or 2013, the GLA Board did not take GLA committee minutes reflecting all committee members attending and the actions taken.

Request 28. Admit that GLA Defendants delayed O'Connells having such documents for nine months for written document request emailed and dated October 7, 2012 and October 11, 2012 to GLA Board and Alannah Griffith.

Request 29. Admit that GLA Defendants had actual knowledge of O'Connells document requests emailed to GLA Board and Brown Law Firm and dated: December 27, 2012, and/or June 8th, 2014, and/or June 11th, 2014, and/or July 7th, 2014, and/or July 12th, 2014, and/or July 29th, 2014, and/or September 26, 2014 document requests.

Request 30. Admit that, for all seven O'Connell GLA document requests in Request #29 above, were basically requests for the same or similar documents that were denied to O'Connells.

Request 31. Admit that for the period beginning in November 2010 and ending in August 2014 there was no other GLA Director performing services for the GLA Defendants as a manager, managerial services, being treated as an independent contractor other than Alyssa Allen.

Request 32. Admit that for the period beginning in November 2010 and ending in August 2014 Director Alyssa Allen was paid with GLA assessments \$15.00 per hour that included profit to Alyssa Allen in return for her performing services for the GLA as a manager, and/or managerial services, and/or as an independent contractor for the GLA.

Request 33. Admit that for the period beginning in 2010 and ending 2013, Director Rich Spallone was paid with GLA assessments hourly wages that included profit to Rich Spallone to perform road maintenance services for the GLA, being treated as an independent contractor for the GLA.

Request 34. Admit that all GLA Directors from 2012-2013 all had actual knowledge of the 2012 Settlement Agreement with O'Connells; ; which "Settlement Agreement" says, "GLA ... will provide a current GLA membership list to the O'Connells upon request twice a years" & "The GLA will provide O'Connells with all documents to which they are entitled pursuant to the Montana Non-Profit Corporation Act and GLA Bylaws upon request."

Request 35. Admit that the GLA Board from 2009-2011 refused to disclose to members how many votes each GLA Board candidate received (comparing January 2011 GLA newsletter that only gave the names of Board candidates reelected to the Board & January 2012 GLA newsletter that gave "Specific Voting Results" (# of votes each GLA Board candidate received)).

Request 36. Admit that the GLA Board of Directors, only after 2011, disclose to members how many votes each GLA Board candidate received (see "Specific voting results" in the attached Jan. 2012 GLA newsletter).

Request 37. Admit that the complaint claim for relief to remove GLA Board members was basically granted and now mute, because 10 out of 12 GLA Board of Directors, since September 2011, have either quit the Board or were voted out of office (excluding Paul Rantallo & Gerald Dubiel).

(changed) **Request 38.** Admit that O'Connells won claims in complaint 193, and 220/164 cases showing these case claims had merit.

(changed) **Request 39.** Admit for this complaint that Defendant Directors appear to have conceded on at least 2 complaint claims showing these claims have merit: 1) Bolen & Allen Oct. 2013 depositions Discovery Request #7 admit the GLA began to publish GLA election tallies in the GLA newsletter;" & 2) Bolen & Allen Oct. 2013 depositions also admit that they never furnished members with "Receipts and Expenditures" until after this lawsuit claim was filed June 2011.

Request 40. Admit that the original June 2012 GLA / Minnick Management contract was amended which removed the statement that said, "Minnick Management" [agent] had "exclusive control over all GLA ...parcels..." which O'Connell complaint had claimed this original contract statement was against state law.

Request 41. Admit that at the October 2014 GLA Board meeting, the GLA Board voted to "split" the GLA "road fund budget" in half giving South Glastonbury and North Glastonbury approx. the same amount of \$14,356 for grading called "road fund budget."

Request 42. Admit that at the October 2014 GLA Board meeting, the GLA Board announced that they collect about \$8,000 more in GLA assessments from North Glastonbury members compared to South Glastonbury assessments collected.

Request 43. Admit that this (request #41) vote to "split" of the GLA "road fund budget" in half giving South Glastonbury and North Glastonbury approx. the same amount of \$14,356 for grading called "road fund budget" is NOT aggregate spending of the individual AND collective assessments (per Covenant 8.01(h)), because the GLA admitted Oct. 2014 they collect about \$8,000 more in GLA assessments from North Glastonbury members compared to South Glastonbury member assessments collected.

Request 44. Admit that from 2010 through 2014, the GLA took action by written consent without a meeting via requesting email votes cast by 2/3rds GLA Board members.

Request 45. Admit to what the vote and action(s) were about (from 2010 through 2014 when the GLA took action by written consent without a meeting via requesting email votes cast by 2/3rds GLA Board members).

(changed) **Request 46.** Admit that the GLA Board from 2013-2014 refused to give O'Connells requested financial records of delinquent members payment plans with the GLA & how much such delinquent member paid and owe in past due assessments.

(changed) **Request 47.** Admit that the GLA Board breached its duty and loyalty to the Association and members pursuant to GLA Article VIII of Incorporation (below) for claims above that mention:

GLA violation of a settlement agreement with O'Connells,
GLA denial of its members due process/notice,
GLA non-aggregate spending & refusal to utilize the GLA website to post member payments, notices, newsletters.

Request 48. Admit that since 2011, the GLA Board at GLA annual elections (when ballots are counted) told O'Connell(s) that they could not see GLA Board election ballots and/or GLA election proxies, and/or GLA election vote tally taken

Request 49. Admit that since 2011, the GLA Board told O'Connell members that GLA annual election ballots for Board candidates are not to be seen by O'Connell members because these are "confidential" election ballots.

Request 50. Admit that since 2011, the GLA Board denied O'Connell members discovery request to have any GLA annual Board election ballots or other voting records submitted by GLA members.

Respectfully submitted this 17th day of October, 2014,

By: Daniel R. O'Connell
Daniel O'Connell

By: 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 email the same day & via first class mail on the following business day to:

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

Alannah Griffith
26 E. Mendenhall
Bozeman, Mt. 59715

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

Brown Law Firm, P.C.
315 N. 24th St. (PO Drawer 849)
Billings, MT. 59103-0849

By: Valery O'Connell
Valery O'Connell

