

Daniel & Val O'Connell  
P.O. Box 77  
Emigrant, Mt. 59027 &  
P.O. Box 77 4  
406-577-6339

PARK COUNTY CLERK  
OF DISTRICT COURT  
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**SHILLY BALES**  
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. )  
)  
Plaintiff(s), )  
)  
v. )  
)  
Glastonbury Landowners Association, Inc. )  
& current GLA Board of Directors )  
)  
Defendant(s) )

Cause No. DV-11-114

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PLAINTIFFS Pre-Discovery Disclosure for Interrogatories, Appendix 1

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Plaintiffs', as GLA Director and members of the GLA Association, hereby disclose this Pre-Discovery Disclosure for Interrogatories, Appendix 1, pursuant to local court rule 6:

Local district court rule 6 says, "A party may serve written discovery requests upon a party simultaneously with service of the required disclosure statement upon that party."

A. This Pre-Discovery Disclosure "factual basis" and any "legal theory" or "claim or defense" are all stated below 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.

D. Definitions for terms below are the same as defined in the Requests For Admissions document.

**Pre-Discovery Disclosure “factual basis” any “legal theory” or “claim or defense” are as follows:**

**Admission Request 1.** This is a way to discover, verify and Identify any known or unknown parties to this claim answer the Interrogatories, and all individuals who assisted in providing any information concerning or relating to your answers to these interrogatories.

**Request 2.** This is a way to discover, verify and Identify any known or unknown written or recorded statements or transcripts of oral statements of any person relevant to this complaint.

**Request 3.** This is a way to discover, verify and Identify any known or unknown witnesses whom the GLA will or may have at trial relevant to this complaint.

**Request 4.** Same basis as Request #1.

**Request 5.** Is a counterclaim defense to GLA's counterclaim that stated O'Connell lawsuits "are without merit, frivolous and vexatious which violates Montana law." Plaintiffs are not been able to identify any legitimate justification for this counterclaim, because Amended complaint claims herein & on page 4 of the complaint are authorized by law and/or by GLA governing documents showing they have merit: & other complaint claims settled in O'Connells' favor including:

193 case: "Exhibit 4" Settlement Agreement affidavit that factually show, "Plaintiffs were granted all claims for relief in their 193 lawsuit & against GLA's countersuit (except costs). "Exhibit 4" Axilon/Landers Dec. 2011 letter shows GLA actions that prompted this lawsuit for such things as throwing members out of meetings for recording meetings against state law.

164/220 case: Plaintiffs won one other claim for relief in the 220/164 joinder lawsuit. These lawsuits joined and attached affidavit factually show that "the 220/164 joinder lawsuit had merit for reversing the GLA/Minnick Management contract which gave Minnick agent "exclusive control over all GLA ...parcels" in violation of state law, because these parcels are all member owned private properties. GLA hid this illegal contract from its members until lawsuit discovery forced them to hand it over then rescind it for trampling over member private property rights."

**Request 6.** Is a counterclaim defense similar to request #5, but to also discover case law which the GLA contend are applicable to this counterclaim action.

**Request 7.** This is a way to discover, verify and Identify facts or theories of the affirmative defense set forth in GLA's Answer to this Amended Complaint.

**Request 8.** This is a way to discover, verify and Identify facts or theories for a claim showing from 2010 through 2013, Defendants withheld such member due process & Plaintiffs are not been able to identify any legitimate justification for Defendants to withhold member due process pursuant to GLA Bylaw XI(C) that requires, "Prior to making any new Rules or Regulations, or taking any action to enforce any of the Covenants, Bylaws, Rules or Regulations, the Association, acting through the Board of Directors and officers, shall provide reasonable written notice in accordance with Article V, paragraph D, to all of the Members (in the case of rule-making) or to all directly- affected Members (in the case of a proposed enforcement action) and a reasonable opportunity for any such Member to be heard and to give written or oral comment to the Board of Directors or its designee(s). Enforcement actions shall also include a reasonable fact-finding process whereby relevant information related to all sides of the issue will be gathered and evaluated..."

**Request 9.** This is a way to discover, verify and Identify facts or theories for claims Defendants withheld membership documents requested under the 2012 "Settlement Agreement" & Plaintiffs have not been able to identify any legitimate justification for Defendants to withhold such member documents. Members should be able to receive GLA documents in accord with the 2012 "Settlement Agreement" that 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 (SUCH AS §35-2-906 & 907) and GLA Bylaws upon request."

**Request 10.** Is the same basis, claim, & legal theory as request #9 except it also is a way to discover, verify and Identify facts or theories for which requested GLA documents were considered unenforceable.

**Request 11.** Is the same basis, claim, & legal theory as request #9 except it also is a way to discover, verify and Identify facts or theories for which GLA documents that GLA members can not view upon proper request.

**Request 12.** Is a counterclaim defense to GLA's counterclaim that stated O'Connell lawsuits "are without merit, frivolous and vexatious which violates Montana law." Plaintiffs are not been able to identify any legitimate justification for this counterclaim, because Amended complaint claims herein & on page 4 of the complaint are authorized by law and/or by GLA governing documents showing they have merit: & other complaint claims settled in O'Connells' favor.

**Request 13.** Is a way to discover, verify and Identify facts or theories for such claim(s); showing GLA Defendants had actual knowledge of O'Connells document request emailed on such dates to GLA Board then denied or delayed O'Connells having such documents for up to nine months contrary to ¶135-2-907 that only allows up to "5 business days before the date on which the member wishes to inspect and copy;" & contrary to GLA Bylaw VIII(l) that allows "the financial reports and Membership records of the Association shall be available at the principal office of the Association for

inspection at reasonable times by any Member;" & contrary to the 2012 "Settlement Agreement" that 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 (SUCH AS §35-2-906 & 907) and GLA Bylaws upon request."

**Request 14.** Is the same basis, claim, & legal theory as request #13 and also a way to discover, verify and Identify facts or theories for such claim(s).

**Request 15.** Is the same basis, claim, & legal theory as request #13 except it cites specific documents Defendants withheld (as cited below\*) that Plaintiffs requested (per §35-2-906 MCA) via email by the O'Connells; & in accord with the 2012 Settlement AGREEMENT Regarding MCA law Title 35 Ch.2 (SUCH AS §35-2-906 & 907).

\*\*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 16.** is a way to discover, verify and Identify facts or theories for such claim(s); showing from Jan. 2009 through September 2011, Defendants withheld such GLA "receipts and expenditures for the preceding fiscal year" & Plaintiffs are not been able to identify any legitimate justification for Defendants to withhold member due process pursuant to GLA Bylaw XIII(F &H) that requires such "receipts and expenditures for the preceding fiscal year" also "be mailed to each member...."

**Request 17.** Is the same basis, claim, & legal theory as request #16 except it also is a way to discover, verify and Identify facts or theories for such claim(s).

**Request 18.** Is the same basis, claim, & legal theory as request #16 except it also is a way to discover, verify and Identify facts or theories for such claim(s); & identify documents the GLA considers to be or not "receipts and expenditures."

**Request 19.** Is the same basis, claim, & legal theory as request #16 except it also is a way to discover, verify and Identify facts or theories for such claim(s); and also a claim that the GLA Board breached its duty and loyalty to the Association and members pursuant to GLA Article VIII of Incorporation (below) for claims 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-also as breach of fiduciary duty (per Covenant 11.04 &  
Art. VIII & per §27-2-202, MCA); & GLA Art. VIII:

GLA Article VIII. of Inc., "Members of the Board of Directors of the Corporation shall not be liable to the Corporation or to members of the Corporation for monetary damages for breach of a director's duties to the Corporation and its members, provided that this provision does not eliminate or limit the liability of a director: 1. For a breach of the director's duty of loyalty to the Corporation or its members; 2. For acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; 3. For a transaction from which a director derived an improper personal economic benefit;..."

**Request 20.** Is a way to discover, verify and Identify facts or theories for such claim(s); showing Defendants did NOT utilize the GLA website to post member payments, notices, newsletters, (costing money to print, mail, & labor costs to send out these member payments, notices, newsletters) & Plaintiffs are not been able to identify any legitimate justification for Defendants to NOT utilize the GLA website to post member payments, notices, newsletters,. Members should be able to receive GLA documents (via the GLA website to post member payments, notices, newsletters) in accord with GLA Covenant 11.05 that requires the GLA account for assessments to be spent "in any manner consistent with its responsibilities and good business practice."

**Request 21.** Is a way to discover, verify and Identify facts or theories for such claim(s); showing Defendants GLA non-aggregate spending is not proportionate (aggregate) to assessments collected in #43 in North & South Glastonbury contrary to GLA Covenant 8.01(h) that requires, "road maintenance responsibility is limited by and conditioned upon the Landowners' individual and collective payment of and the aggregate amount of the "annual community assessment..."

**Request 22.** Is a way to discover, verify, and Identify facts or theories for how much was spent regarding such claim(s); showing Defendants did NOT utilize the GLA website to post member payments, notices, newsletters, (costing money to print, mail, & labor costs to send out these member payments, notices, newsletters) & Plaintiffs are not been able to identify any legitimate justification for Defendants to NOT utilize the GLA website to post member payments, notices, newsletters,. Members should be able to receive GLA documents (via the GLA website to post member payments, notices, newsletters) in accord with GLA Covenant 11.05 that requires the GLA account for assessments to be spent "in any manner consistent with its responsibilities and good business practice."

**Request 23.** Is the same basis, claim, & legal theory as request #22 except it also Is a way to discover, verify, and Identify facts or theories behind GLA's reasons to not utilize the website for such documents.

**Request 24.** Is a way to discover, verify, and Identify facts or theories regarding such claim(s); 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; and 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. & Plaintiffs are not been able to identify any legitimate justification for Defendants to deny O'Connells discovery request(s) and member request(s) for such "closed session" meeting minutes. Members should be able to receive "closed session" meeting minutes (GLA documents) in accord with GLA Bylaw VIII(l) that allows "the financial reports and Membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any Member;" & §35-2-906 MCA "A corporation shall keep as permanent records minutes of all meetings of its members and board of directors..."

**Request 25.** Is the same basis, claim, & legal theory as request #24 except it also Is a way to discover, verify, and Identify facts or theories behind GLA's reasons to deny its members-the O'Connells to see or copy GLA Board meeting minutes from "closed session" (or private) Board meetings.

**Request 26.** Is a way to discover, verify, and Identify facts or theories regarding such claim(s); showing 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." Members should be able to receive committee meeting minutes (GLA documents) in accord also with GLA Bylaw VIII(l) that allows "All committees shall keep Minutes reflecting the committee members attending and the actions taken" & §35-2-906 MCA "A corporation shall keep as permanent records minutes of all meetings of its members and board of directors..." & GLA Bylaw VIII(l) that allows "the financial reports and Membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any Member;" & 2012 "Settlement Agreement" that 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 (SUCH AS §35-2-906 & 907) and GLA Bylaws upon request;"

**Request 27.** Is a way to discover, verify, and Identify facts or theories regarding such claim(s); showing 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). Plaintiffs are not been able to identify any legitimate justification for Defendants to deny O'Connell Members to know such "Specific Voting Results" or vote tally (# of votes each GLA Board candidate received) for years 2009-2011 in accord with GLA Bylaw VIII(l) that allows "the financial reports and Membership records of the Association shall be available at the principal office of the

Association for inspection at reasonable times by any Member;" & 2012 "Settlement Agreement" that says, "The GLA will provide O'Connells with all documents to which they are entitled pursuant to ... GLA Bylaws upon request;" & Montana law 35-2-906(5) MCA that allows members to inspect or copy "the [voting] records of all actions approved by the members for the past 3 years:."

**Request 28.** Is the same basis, claim, & legal theory as request #27 except it also Is a way to discover, verify, and Identify facts or theories, and any reason explaining why the GLA election ballots are NOT counted by a neutral 3<sup>rd</sup> party widely considered fair election practices.

**Request 29.** Is a way to discover, verify, and Identify facts or theories regarding such claim(s); that the GLA Board breached its duty and loyalty to the Association and members pursuant to GLA Article VIII of Incorporation (cited in request # 19); & showing that since 2011 the GLA Board told O'Connell members that (when ballots are counted) GLA annual election ballots for Board candidates are not to be seen by O'Connell members because these are "confidential" election ballots, and/or GLA election proxies, and/or GLA election vote tally taken. & Plaintiffs are not been able to identify any legitimate justification for Defendants to deny O'Connell members to inspect GLA Board election ballots and/or GLA election proxies, and/or GLA election vote tally taken in accord with GLA Bylaw VIII(l) that allows "the financial reports and Membership records of the Association shall be available at the principal office of the Association for inspection at reasonable times by any Member;" & in accord with the 2012 "Settlement Agreement" that 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 ... GLA Bylaws upon request;" & Montana law 35-2-906(5) MCA that allows members to inspect or copy "the [voting] records of all actions approved by the members for the past 3 years:."

**Request 30.** Is a way to discover, verify, and Identify facts or theories regarding such claim(s); showing 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).

**Request 31.** Is a way to discover, verify, and Identify facts or theories regarding such counterclaim defense to GLA's counterclaim that stated O'Connell lawsuits "are without merit, frivolous and vexatious which violates Montana law." Plaintiffs are not been able to identify any legitimate justification for this counterclaim, because Amended complaint claims herein & on page 4 of the complaint are authorized by law and/or by GLA governing documents showing they have merit: & other complaint claims settled in O'Connells' favor including:

164/220 case: Plaintiffs won one other claim for relief in the 220/164 joiner lawsuit. These lawsuits joined and attached affidavit factually show that "the 220/164 joiner

lawsuit had merit for reversing the GLA/Minnick Management contract which gave Minnick agent “exclusive control over all GLA ...parcels” in violation of state law, because these parcels are all member owned private properties. GLA hid this illegal contract from its members until lawsuit discovery forced them to hand it over then rescind it for trampling over member private property rights.”

**Request 32.** Is a way to discover, verify, and Identify facts or theories regarding specific duties cited that the GLA considers to be or NOT be fiduciary duties of the GLA Board; and for the same claim, & legal theory as request #19 (above) that the GLA Board breached its duty and loyalty to the Association and members pursuant to GLA Article VIII of Incorporation (cites above in request # 19).

**Request 33.** Is a way to discover, verify, and Identify facts or theories regarding such claim(s); showing Defendant as GLA Director Rich Spallone performed services for the GLA nonprofit organization and (c) received compensation in excess of expenses incurred to perform such services; & Plaintiffs are not been able to identify any legitimate justification for Defendants to receive compensation in excess of expenses incurred to perform such services; which denotes a profit contrary to GLA Article III. of Incorporation “which does not contemplate pecuniary gain or profit to the members hereof;” & without competitive bids was contrary to GLA Art. VIII. “For a transaction from which a director derived an improper personal economic benefit;” & contrary to Bylaw VI(K) that says, “Directors shall not be compensated for attending meetings and for serving as Directors....”

**Request 34.** Is the same basis, claim, & legal theory as request #27 except it is specific to Alyssa Allen instead of Rich Spallone.

**Request 35.** Is the same basis, claim, & legal theory as request #27 except it is specific to Paul Rantalio instead of Rich Spallone.

**Request 36.** Is the same basis, claim, & legal theory as request #27 except it is specific to Gerald Dubiel instead of Rich Spallone.

**Request 37.** Is a way to discover, verify, and Identify facts or theories regarding such claim(s); showing 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 the duties done by GLA Directors. & Plaintiffs are not been able to identify any legitimate justification for Defendants to fail to get written bids from other competitors for the duties done by GLA Directors. The GLA Directors should be required to get written bids from other competitors for the duties done by GLA Directors in accord with GLA Covenant 11.05 that requires the GLA account for assessments to be spent “in any manner consistent with its responsibilities and good business practice.” Failing to get competitor written bids is NOT “good business practice” contrary to GLA Covenant 11.05 that requires the GLA account for assessments to be spent “in any manner consistent with its responsibilities and good business practice.”



**Request 38.** Is the same basis, claim, & legal theory as request #37 except it also is for the same claim, & legal theory as request #19 (above) that the GLA Board breached its duty and loyalty to the Association and members pursuant to GLA Article VIII of Incorporation (cites above in request # 19) for failing to get competitor written bids is NOT "good business practice" contrary to GLA Covenant 11.05 that requires the GLA account for assessments to be spent "in any manner consistent with its responsibilities and good business practice."

**Request 39.** Is a way to discover, verify, and Identify facts or theories regarding specifically how much monies the GLA collected from Glastonbury areas described as South Glastonbury, North Glastonbury, and High South Glastonbury) for grading (labor and costs), road repair (labor & costs), snowplowing (labor & cost), weed spraying (labor and costs); which is for such claim(s); showing from 2010 through 2013, Defendants 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) & Plaintiffs are not been able to identify any legitimate justification for Defendants to spend most of this amount on High South Glastonbury Rds. which amount is non-aggregate spending contrary to GLA Covenant 8.01(h) that requires, "road maintenance responsibility is limited by and conditioned upon the Landowners' individual and collective payment of and the aggregate amount of the "annual community assessment..."

**Request 40.** Is the same basis, claim, & legal theory as request #39 except it also a way to discover, verify, and Identify facts or theories regarding specifically how much monies the GLA spent on roads within Glastonbury areas described as South Glastonbury, North Glastonbury, and High South Glastonbury) for grading (labor and costs), road repair (labor & costs), snowplowing (labor & cost), weed spraying (labor and costs).

*Respectfully submitted this 31st day of October, 2014,*

By: \_\_\_\_\_

Daniel O'Connell

By: \_\_\_\_\_

Valery O'Connell

