

1 Michael P. Heringer  
2 Seth M. Cunningham  
3 BROWN LAW FIRM, P.C.  
4 315 North 24<sup>th</sup> Street  
5 P.O. Drawer 849  
6 Billings, MT 59103-0849  
7 Tel (406) 248-2611  
8 Fax (406) 248-3128

9 Alanah Griffith  
10 Pape & Griffith, PLLC  
11 108 N. 11<sup>th</sup>, Unit #1  
12 Bozeman, MT 59715  
13 (406) 522-0014  
14 Fax (406) 585-2633  
15 *Attorneys for Respondents Glastonbury*  
16 *Landowners Association, Inc.*

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

18 DANIEL and VALERY O'CONNELL (for and  
19 on behalf of GLA landowners),

20 Plaintiffs,

21 v.

22 GLASTONBURY LANDOWNERS  
23 ASSOCIATION, INC. & CURRENT BOARD  
24 OF DIRECTORS,

25 Defendants.

Cause No.: DV-11-114

26 **DEFENDANTS' RESPONSE TO**  
27 **PLAINTIFFS' INTERROGATORIES TO**  
28 **GLA DEFENDANTS**

TO: Plaintiffs Daniel and Valery O'Connell:

Defendants respond to Plaintiffs' Interrogatories to GLA Defendants as follows:

**DEFENDANTS OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS**

Defendants object to Plaintiffs' definitions as they are confusing, contradictory, and contrary to the ordinary meaning of the words. Further, Defendants object to Plaintiffs' inclusion of instructions for discovery and definitions to the extent they conflict or impose duties greater than the Montana Rules of Civil Procedure. Defendants object to Plaintiffs' definition of "Defendant" as it is clearly contrary to Montana law and includes persons not a party to this lawsuit. Further, Plaintiffs' definition of "Defendant" invades the attorney client privilege.

1  
2 1. Identify the individual executing the Verification of the responses to each of these  
3 interrogatories and identify all individuals who assisted in providing any information concerning or  
4 relating to your answers to these interrogatories.

5 **ANSWER:**

6 Daniel Kehoe

7 Ross Brunson

8 Alyssa Allen

9 Janice McCann

10 Denise Orr Kirk

11 Regina Wunsch

12  
13  
14 As to the "individual executing the "Verification" of the responses to each of these  
15 interrogatories," the Montana Rules of Civil Procedure do not require a "Verification." The rules  
16 governing the signing of responses to interrogatories are found in Mont. R. Civ. P. 26(g) and 33(a)(5).  
17 The GLA's attorney and Daniel Kehoe signed these responses pursuant to those rules.  
18

19  
20 2. Identify any written or recorded statements or transcripts of oral statements of any person  
21 relevant to this complaint which you or your attorney possess or believe to exist, identify each  
22 document recording or relating to such statements and documents. (Note: If you instead claim the  
23 attorney work product privilege for any document, identify the author, date of creation, possessor of the  
24 original, possessor of each copy, describe the nature of the document, and explain the purpose of the  
25 creation of the document whether in anticipation of litigation or otherwise.)  
26  
27  
28

1                   **ANSWER:**

2                   Transcript of Proceedings on June 5, 2013 at summary judgment hearing in DV-12-220;

3                   Recordings of GLA Board meetings 2014-07-21, 2014-08-12, 2014-09-12, 2014-09-16, 2014-  
4                   09-18, 2014-10-06, 2014-11-05, 2014-11-08, and 2014-11-17 where litigation was discussed  
5                   and/or threatened by the O'Connells;

6                   The O'Connells possess numerous audio recordings of conversations relating to this  
7                   lawsuit and of Board meetings. It is unknown how many of these recordings exist;

8                   Email from Frank Cikan detailing communications with Valery O'Connell regarding the  
9                   Erickson project and handwritten note from Valery O'Connell threatening to sue;

10                  The postings by Plaintiffs at [www.mygla.org](http://www.mygla.org);

11                  Affidavit of Alyssa Allen dated August 4, 2014;

12                  Affidavit of Alyssa Allen dated August 19, 2014;

13                  Affidavit of Janet Naclerio dated August 20, 2014.

14  
15                  3.       Identify by full name, address, and telephone number all witnesses whom the GLA will  
16                  or may have at trial, including expert and impeachment witnesses. For each lay witness, include a  
17                  description of the issues to which the witness' testimony will relate. For each expert witness, state the  
18                  subject matter on which the expert is expected to testify, the substance of the facts and opinions to  
19                  which the expert is expected to testify, and a summary of the grounds for each opinion.  
20

21                   **ANSWER:**

22                  Daniel O'Connell—(406) 577-6339; PO Box 77, Emigrant, MT 59027; PO Box 774, Cayucos,  
23                  CA 93430—Plaintiff—possesses knowledge of claims asserted and past litigation.

24                  Valery O'Connell—(406) 577-6339; PO Box 77, Emigrant, MT 59027; PO Box 774, Cayucos,  
25                  CA 93430—Plaintiff—possesses knowledge of claims asserted and past litigation.

26                  Richard Bolen—(406) 333-4654; PO Box 1608, Emigrant, MT 59027—Former GLA Director  
27                  and GLA President—possesses knowledge of Plaintiffs' claims, litigious nature, credibility, and  
28                  past litigation.

1 Alyssa Allen—(406) 333-9081; PO Box 333, Emigrant, MT 59027—GLA Secretary and former  
2 Director—possesses knowledge of Plaintiffs’ claims, litigious nature, credibility, and past  
3 litigation.

4 Daniel Kehoe—(406) 333-4222; PO Box 499, Emigrant, MT 59027—GLA President—  
5 possesses knowledge of Plaintiffs’ claims, litigious nature, credibility, past litigation, and the  
6 GLA’s formation and historical practices.

7 Ross Brunson—(406) 848-0012; PO Box 1645, Emigrant, MT 59027—GLA Director—  
8 possesses knowledge of Plaintiffs’ claims litigious nature, credibility, and past litigation.

9 Laura Boise—(406) 333-4405; PO Box 453, Emigrant, MT 59027—Former GLA Director—  
10 possesses knowledge of Plaintiffs’ claims, litigious nature, credibility, and past litigation.

11 Frederick Landers—(406) 922-4777; 895 Technology Blvd., Bozeman MT 59718—knowledge  
12 of the settlement agreement in DV-11-193, past litigation, litigious nature, and Plaintiffs’  
13 credibility.

14 Hertha Lund—(406) 586-6254; 662 S. Ferguson Ave., Bozeman, MT 59718—knowledge of  
15 Plaintiffs’ credibility, litigious nature, and past litigation.

16 Susan Swimley—(406) 586-5544; 1807 Dickerson, Ste. B, Bozeman, MT 59715—knowledge of  
17 Erickson variance, Plaintiffs’ litigious nature, credibility, and past litigation.

18 Frank Cikan—(406) 586-3624; 1807 Dickerson, Ste. C, Bozeman, MT 59715—knowledge  
19 regarding Plaintiff Valery O’Connell’s statement that she was legal counsel for the GLA.

20 Arthur Wittich—(406) 585-5598; 602 Ferguson Ave., Ste. 5, Bozeman, MT 59718—knowledge  
21 of Plaintiffs’ credibility and litigious nature.

22 Mike Callaghan—(406) 327-6404—2925 Palmer St, Missoula, MT 59808—knowledge of  
23 GLA’s inability to obtain insurance and Plaintiffs’ statements to him.

24 Expert witnesses have not yet been identified. This answer will be supplemented in accordance  
25 with the Court’s scheduling order.

26  
27 4. List the name, **ADDRESS** and phone number of all **YOUR GLA** Board of Directors for  
28 the past 10 years by the date they took office.

**ANSWER:**

Ronda Alexander (406) 333-4709; no longer a landowner—address unknown

Alyssa Allen (406) 333-9081; PO Box 333, Emigrant, MT 59027

1 Edward Anderson (406) 333-4234; PO Box 1603, Emigrant, MT 59027  
2 Catherine Bielitz-Fitzgerald (406) 333-4800; PO Box 17, Emigrant, MT 59027  
3 Cynthia Blocker (406) 333-9677; no longer a landowner—address unknown  
4 Laura Boise (406) 333-4405; PO Box 453, Emigrant, MT 59027  
5 Richard Bolen (406) 333-4654; PO Box 1608; Emigrant, MT 59027  
6 Timothy Brockett (406) 333-4688; PO Box 1711, Emigrant, MT 59027  
7 Robert Branson (406) 223-0350; PO Box 383, Bozeman, MT 59771  
8 Ross Brunson (406) 848-0012; PO Box 1645, Emigrant, MT 59027  
9 Ed Dobrowski (406) 220-5324; PO Box 971, Emigrant, MT 59027  
10 Gerald Dubiel (406) 223-1403; PO Box 933, Emigrant, MT 59027  
11 Ross Fitzgerald (406) 333-4888; no longer a landowner—address unknown  
12 Sean Halling (206) 714-3655; PO Box 1141, Emigrant, MT 59027  
13 Kenneth Haug (406) 223-1795; PO Box 1181, Emigrant, MT 59027  
14 Edwin Johnson (406) 848-7265; 80 Mol Heron Rd., Gardiner MT 59030  
15 Orlando Johnson (406) 333-4577; (deceased)  
16 Dan Kehoe, Jr. (406) 333-4222; PO Box 499, Emigrant, MT 59027  
17 James Kozlik (406) 220-1563; PO Box 1075, Emigrant, MT 59027  
18 Neil Kremer (406) 333-4572; PO Box 241, Emigrant, MT 59027  
19 Donna Lash-Andersen (406) 333-9399; PO Box 1142, Emigrant, MT 59027  
20 Scott McBride (917) 716-5482; PO Box 598, Emigrant, MT 59027  
21 Janice McCann (406) 223-3492; PO Box 983, Emigrant, MT 59027  
22 Charlotte Mizzi (406) 333-4643; PO Box 474, Emigrant, MT 59027  
23 Randy Mosness (406) 333-4663; PO Box 1677, Emigrant, MT 59027  
24 Charlene Murphy (406) 333-4619; PO Box 473, Emigrant, MT 59027  
25 Janet Naclerio (406) 333-4406; PO Box 444, Emigrant, MT 59027  
26 Daniel O'Connell (406) 577-6339; PO Box 77, Emigrant, MT 59027  
27 Frances Owen (406) 333-9509; PO Box 1676, Emigrant, MT 59027  
28 Clare Parker (406) 333-4614; PO Box 1152, Emigrant, MT 59027

1 Paul Rantalo (406) 333-4672; PO Box 128, Emigrant, MT 59027  
2 Francis Regan (406) 224-0104; PO Box 1093, Emigrant, MT 59027  
3 Eleanor Schieffelin (406) 333-4487; PO Box 39, Emigrant, MT 59027  
4 William Smith (406) 333-9040; PO Box 75, Emigrant, MT 59027  
5 Joanna Snyder (406) 333-4133; no longer a landowner—address unknown  
6 Rich Spallone (406) 223-0215; no longer a landowner—address unknown  
7 Sheridan Stenberg (406) 333-4589; no longer a landowner—address unknown  
8 David Tonkin (406) 333-4571; PO Box 111, Emigrant, MT 59027  
9 James Trisdale (406) 333-9096; PO Box 124, Emigrant, MT 59027  
10 Robert Wallace (406) 284-2118; PO Box 547, Emigrant, MT 59027

11 See attached description, “Board Member List 2004-2014” for details of when those listed served on the  
12 board. Note: phone numbers are based on what was known at the time each person listed was a director  
13 and may not be current.

14  
15 5. State all facts in support of your counterclaim contention that any or all Plaintiffs  
16 complaints against the GLA Defendants were “frivolous” & “vexatious.” (note: If you contend that the  
17 GLA has been injured or damaged, provide a separate statement for each item of damage, the dollar  
18 amount claimed, and citation to the statute, rule, regulation or case law authorizing a recovery for that  
19 particular item of damages.)  
20

21 **ANSWER:**

22 Every document filed in the cases DV-2011-193, DV-2011-114, DV-2012-164, and DV-2012-  
23 220 provides factual support for the counterclaim. In addition, the Orders from the Court denying  
24 Plaintiffs’ claims also provide factual support. Plaintiffs have filed multiple lawsuits without colorable  
25 claims resulting in harm to the GLA. Further, Plaintiffs continue to threaten litigation at nearly every  
26 board meeting and via the website [www.mygla.org](http://www.mygla.org). The GLA has been damaged by Plaintiffs’ lawsuits.  
27 The GLA has spent approximately \$39,000 in legal fees. The GLA has been unable to procure liability  
28

1 insurance because of these lawsuits. Plaintiffs directly contacted the GLA's insurance agent while they  
2 were trying to obtain coverage. These lawsuits impair the ability of the GLA to conduct its business.  
3 Rather than being able to focus on providing services to landowners, maintaining the roads and common  
4 areas, collecting assessments, and in general maintaining the community, the GLA spends an inordinate  
5 amount of time and resources responding to baseless threats and defending frivolous lawsuits filed by  
6 Plaintiffs. Finally, the continued litigation has a detrimental effect on the quality of life in the  
7 community and discourages people from living there.  
8

9  
10 6. For the counterclaim, describe in detail all statutes, codes, regulations, legal principles,  
11 standards ad[sic] customs or usages, and illustrative case law which you contend are applicable to this  
12 counterclaim action being filed, a brief factual outline of the case; including your contentions as to what  
13 the other party or parties did or failed to do, and a succinct statement of the legal issues in the case.  
14 (Note: you can describe or produce for inspection each document in your custody or control or of which  
15 you have knowledge which you contend supports your counterclaim.)  
16

17 **ANSWER:**

18  
19 The counterclaim is simple. The claim is that the O'Connells are vexatious litigants against the  
20 GLA and its board of directors. Therefore, the Court should order the appropriate sanction, i.e. order  
21 that any future actions (i.e. Complaints or Petitions) filed by the O'Connells against the GLA or its  
22 board must first be reviewed and approved by the District Court. This is based on Montana law.  
23

24 M.C.A. § 37-61-421 provides

25 An attorney or party to any court proceeding who, in the determination of the court,  
26 multiples the proceedings in any case unreasonably and vexatiously may be required by  
27 the court to satisfy personally the excess costs, expenses, and attorney fees reasonably  
28 incurred because of such conduct.

1 Furthermore, various courts have authority through their own Rules of Procedure to award  
2 sanctions to a prevailing party in a vexatious appeal. *Guill v. Guill*, 2014 MT 316, ¶20, \_\_\_\_ P.3d  
3 \_\_\_\_\_. The Montana Supreme Court has this power through M. R. App. P. 19(5) which states:

4 **(5) Sanctions.** The supreme court may, on a motion to dismiss, a request included in a  
5 brief, or sua sponte, award sanctions to the prevailing party in an appeal, cross-appeal, or  
6 a motion or petition for relief determined to be frivolous, vexatious, filed for purposes of  
7 harassment or delay, or taken without substantial or reasonable grounds. Sanctions may  
8 include costs, attorney fees, or such other monetary or non-monetary penalty as the  
9 supreme court deems proper under the circumstances. M. R. App. P. 19.

10 In *Guill*, the Court found that Mr. Guill was a vexatious litigant. Therefore, the Court  
11 ordered that he could not file an appeal against his former wife without first obtaining the  
12 permission of the Montana Supreme Court. *Guill*, ¶21. Furthermore, the Court ordered that Mr.  
13 Guill could not file a district court action against his former wife without first obtaining the  
14 permission of the district court judge. *Id.*

15 The district court also has the right to grant the same sanctions. Its authority is found under M.  
16 R. Civ. P., Rule 11, which allows a district court to sanction a party if they sign and file a document that  
17 is frivolous. The sanctions must fit the problem. Therefore, when a party files multiple frivolous  
18 lawsuits which include multiple frivolous filings, which unnecessarily increases the work load of the  
19 Court, many District Courts have used Rule 11 to bar the ability of a party to file a complaint or petition  
20 without the prior review of the district court judge. For example, it is well known that Judge Salvagni  
21 has a standing order that Eldon Huffine, a Gallatin County man, may not file any action in Gallatin  
22 County without Judge Salvagni's or Jennifer Brandon's approval.

23 There are many cases of record, besides, *Guill* where a either the District Court awarded  
24 sanctions against a vexatious litigant and it was upheld by the Montana Supreme Court, or the Montana  
25 Supreme Court itself awarded sanctions. These can be found by searching Montana case law. However,  
26 for the purposes of answering the O'Connell's request, the most applicable case is discussed below.

27 In *Motta v. Granite County Comr's*, the District Court declared that Motta was a vexatious  
28 litigant and ordered that "no documents presented by Motta pro se naming a governmental entity, its  
employees, or agents as a party shall be accepted for filing by any court within the Third Judicial  
District absent written consent of the District Court Judge...." *Motta v. Granite Cnty. Comm'rs*, 2013



1 MT 172, ¶ 17, 370 Mont. 469, 473, 304 P.3d 720, 723, reh'g denied (Aug. 6, 2013). Motta challenged  
2 the District Court's ruling stating that this was a violation of his Constitutional right to file suit.

3 The Montana Supreme Court upheld the District Court's sanction. The Court stated that District  
4 Courts have long possessed the power to "sanction willful or reckless conduct, especially when  
5 combined with frivolousness, harassment, or improper purpose...." *Motta* at ¶ 17. The Montana  
6 Supreme Court agreed that Article II, Section 16 of the Montana Supreme Court does provide access to  
7 the Courts. However, this "does not grant a person license to burden the resources of the court with  
8 successive claims. The right to access the state's legal system is not an absolute right and may be  
9 reasonable restricted in light of a 'legitimate state interest.'" *Motta* at ¶ 18.

10 The court then adopted a five factor test to decide whether a pre-filing order is justified. The  
11 five part test is

12 (1) the litigant's history of litigation and, in particular, whether it has entailed vexatious,  
13 harassing, or duplicative lawsuits;

14 (2) the litigant's motive in pursuing the litigation; e.g., whether the litigant has an  
15 objective good faith expectation of prevailing;

16 (3) whether the litigant is represented by counsel;

17 (4) whether the litigant has caused needless expense to other parties or has posed an  
18 unnecessary burden on the courts and their personnel; and

19 (5) whether other sanctions would be adequate to protect the courts and other parties.

20 *Motta* at ¶ 20.

21 The District Court in *Motta* made extensive findings in the underlying case. Much like the case  
22 against the O'Connells, these included the fact that Motta intentionally ignored or misconstrued the  
23 Court's orders, refused to answer discovery, made frivolous requests for sanctions, made requests for  
24 discovery that was unrelated to the case, and filed many motions seeking to change the Court's orders  
25 for no reason other than he did not like the Court's orders. He had also filed multiple other lawsuits that  
26 were just as harassing and frivolous. *Motta* at ¶¶ 21-22

27 In this matter, it is clear that the O'Connell's past and current history shows that they are  
28 vexatious litigants against the GLA and its board.

1 (1) the litigant's history of litigation and, in particular, whether it has entailed vexatious,  
2 harassing, or duplicative lawsuits;

3 DV-11-114

4 The O'Connells have filed multiple lawsuits against the GLA and its board.  
5 These include DV-11-114 which is the current case. In this case, the O'Connells  
6 alleged that they also asked for sanctions against Hertha Lund, and attorney who  
7 represented the GLA. Hertha then stepped aside rather than fight this and attorney  
8 Frederick Landers took over. The O'Connells then attempted to disqualify Mr.  
9 Landers. This was unsuccessful.

10 This case included a host of filings by the O'Connells. Any filing in any case may  
11 be used by the GLA or the Court to make a finding that the O'Connells are vexatious  
12 litigants. However, for the sake of example, this is what was filed in the first few  
13 months of this matter.

- 14 1. June 22, 2011. O'Connells filed Original Petition and Petition for Temporary Injunction and  
15 request for Temporary Restraining Order.
- 16 2. June 24, 2011, district court denied Petition for TRO finding no basis for it.
- 17 3. June 27, 2011, district court denied request for TRO.
- 18 4. July 1, 2011, O'Connells requested a second TRO.
- 19 5. July 8, 2011, the district court denied the second TRO finding no basis for it.
- 20 6. August 8, 2011, O'Connells filed an application for Default Judgment and Affidavit in support  
21 stating that they served everyone.
- 22 7. August 22, 2011, the district court held a hearing on the Default Judgment and granted the Board  
23 Members twenty days to brief the issue of setting aside the default.
- 24 8. August 22, 2012, O'Connells filed Amended Petition, adding the GLA as a Defendant. Thus, the  
25 GLA had to hire a second attorney.
- 26 9. O'Connells served Board Members with the Amended Petition before Court entered an order  
27 regarding setting aside the default.
- 28 10. September 12, 2011, O'Connells applied for a second default judgment to be entered against the  
Board Members.
11. September 13, 2011, the Court set aside the default and ordered the O'Connells to serve  
defendants.
12. September 15, 2011, O'Connells moved for a substitution of judge.
13. September 29, 2011, Judge Cybulski assumed jurisdiction of this matter.
14. O'Connells filed multiple motions.
15. November 21, 2011, Board Members file Motion and Brief in Support to Dismiss Amended  
Petition for failure to state a claim, which was supported by the GLA.

- 1 16. O'Connells file five separate motions after Board Members filed Motion and Brief in Support of  
2 Dismissing the Amended Petition, including a motion for an extension of time to respond to  
3 Board Member's Brief.
- 4 17. December 8, 2011, District Court Granted Board Members Motion to Dismiss and Granted  
5 Attorneys Fees and Costs.
- 6 18. February 9, 2012, District Court entered an award of Attorney's Fees and Costs to the GLA and  
7 Board Members.

8 And that was just the beginning. The multiple requests for TROs and the defaults  
9 had no basis in the law. Not only did the Court have to spend time drafting orders on  
10 these matters, but the Court had to even hold a hearing on the motion for default  
11 since the O'Connells would not concede they filed the motion for default  
12 inappropriately. This unnecessarily cost the Court valuable time, and the GLA  
13 attorney's fees. Suffice it to say that this course of action has not changed. The  
14 O'Connells continue to file multiple motions that have absolutely no basis in law.  
15 Furthermore, once the Judge makes a ruling, they inevitably file a motion to set  
16 aside the ruling for no other reason than they believe the Court was wrong.

17 The Court, upon motion, found that the Complaint was incomprehensible.  
18 Therefore, he dismissed the Complaint. The O'Connells appealed to the Montana  
19 Supreme Court even though they could have just filed a new Complaint (since the  
20 first complaint was incomprehensible, there were no claims brought in the old  
21 complaint. Therefore, the O'Connells were free to clean up the old Complaint and  
22 start again). This was a needless appeal which took up the Montana Supreme Court's  
23 time and once again wasted the GLA's time. While the Court agreed that the  
24 O'Connell's complaint was incomprehensible, the Court ruled that dismissing it was  
25 extreme. Therefore, they should have the right to amend the Complaint.

26 The O'Connells amended the Complaint (even though they could have just filed a  
27 new Complaint). The Amended Complaint all new claims and was followed by  
28 another flurry of motions, including an attempt to force Judge Cybulski to excuse  
himself and for him to sanction attorney Alanah Griffith for essentially, appearing in  
the case. These motions were not based on any law, just the O'Connells' erroneous

1 interpretation of the laws, those interpretations being unreasonable. Those motions  
2 were denied. Once again, those motions unreasonably cost the Court time, and more  
3 fees for the GLA. The O'Connells also moved that the GLA "indemnify" the  
4 O'Connells, i.e. pay the O'Connells to sue the GLA.

5 The Judge then granted summary judgment on the Erickson claims, because they  
6 were resolved by Judge Gilbert in other cases. This shows that the claims made by  
7 the O'Connells were duplicative or unreasonable.

8 The parties moved into the discovery phase. The O'Connells have refused to  
9 work with the GLA. They have set deposition dates without first talking with  
10 opposing counsel, those deposition dates being unreasonable. Then they refused to  
11 change the dates. This is not standard practice. There was no reason to deny a  
12 change in dates, expect to harass the Association. Thus the GLA had to request that  
13 the Court quash the subpoenas, which was opposed by the O'Connells. The judge  
14 granted the motion to quash. The O'Connells also served a large amount of  
15 discovery on the GLA, which includes many convoluted questions with multiple  
16 parts. The GLA asked the O'Connells for more time to respond. The O'Connells  
17 refused. The GLA was forced to request an extension from the Court, which was  
18 granted.

19 All of the above mentioned motions were unreasonable and cost the Court  
20 time and the GLA money and time. One would assume this course of conduct will  
21 continue, and those documents later filed by the O'Connells will become part of the  
22 vexatious litigant case.

23 DV-11-193

24 In this matter, the O'Connells alleged the GLA violated governing documents by giving  
25 the Board President a vote, allowing the Board to case proxy votes, and not producing requested  
26 documentation. This was the first case to go to mediation. In an attempt to work with the  
27 O'Connells, the GLA agreed to a settlement offer. The parties signed the offer. Since that time,  
28 the O'Connells have sent GLA members letters and posting information on their website

1 describing the settlement as their “win.” They also have used the GLA’s settlement to show that  
2 the “Association admitted it was wrong.” The last sentence of the settlement specifically states  
3 “No provision included in this stipulated Settlement Agreement shall be construed as an  
4 admission of liability by any party.” Therefore, their letters and posting are a violation of the  
5 settlement agreement. Furthermore, they are meant to harass the GLA and its board.

6 DV-12-164

7 In this case, the O’Connells once again alleged that there was a violation of the  
8 governing documents with regards to the Erickson project. This claim was also made in DV-11-  
9 114. Therefore, this was clearly a duplicative filing. It included a new claim, that the GLA had  
10 no authority to hire a management company to help with the day to day management of the  
11 Association. This matter was combined with DV-12-220.

12 DV-12-789(C)

13 The O’Connells also filed DV-12-789(c). This was originally filed in Gallatin County.  
14 However, upon motion, it was moved to Park County as venue was not proper in Gallatin  
15 County. It was unreasonable for the O’Connells to file this matter in Gallatin County and then  
16 refuse to move it to Park County because no party was located in Gallatin County. This  
17 unreasonably cost the courts additional time. It was combined with DV-12-164.

18 In this claim the O’Connells made the same claim the GLA did not have the right to hire  
19 a management company. This was duplicative as this claim was made in DV-12-164. Also, they  
20 claimed that there was a violation of the governing documents with regards to elections. This  
21 claim was made in DV-11-114.

22 The GLA filed a motion for summary judgment on all issues. It was summarily granted.  
23 The O’Connells appealed. The Montana Supreme Court upheld Judge Gilbert in a non-cite  
24 opinion. The O’Connells moved the Montana Supreme Court for a rehearing, which was  
25 summarily denied.

26 These actions taken by the O’Connells led the GLA’s insurance company to choose not  
27 to renew coverage stating that the O’Connells posed too much of a risk to continue to cover the  
28

1 GLA. The GLA was offered other coverage, but that coverage specifically excluded any  
2 lawsuits filed by the O'Connells. Mike Callaghan from PayneWest Insurance can testify to this.

- 3  
4 (2) the litigant's motive in pursuing the litigation; e.g., whether the litigant has an objective  
5 good faith expectation of prevailing;

6 Thus far, every claim the O'Connells has made has been summarily dismissed on  
7 Summary Judgment. It is so clear that the claims are not based in law that the  
8 Montana Supreme Court issues a non-cite opinion on the matter. Therefore, they  
9 cannot reasonably have had any expectation of succeeding.

- 10 (3) whether the litigant is represented by counsel;

11 No.

- 12  
13 (4) whether the litigant has caused needless expense to other parties or has posed an  
14 unnecessary burden on the courts and their personnel; and

15 See above in factor one for a lot of the basis of this claim. Basically, these are  
16 contract interpretation cases. These are typically the easiest cases to litigate as the  
17 issue usually revolves around the four corners of the document and how to interpret  
18 the document. That is really what all of the O'Connells claims are. Glastonbury  
19 admits that it did certain things, but denies that those actions in anyway violate the  
20 governing documents. The O'Connells unreasonably believe otherwise.

21 Usually, those cases are resolved for less than \$10,000.00 for each party (for the  
22 underlying district court case.) Ms. Griffith just finalized one where both parties  
23 were awarded fees for different parts of the case. It is a civil case, so the documents  
24 are public. It was also an owner's association case where the owner requested  
25 declaratory judgment regarding a board action and whether it was supported by the  
26 covenants. In that case, the Association spent \$3973.00 to defend the case, the  
27 Owner spent \$8315.00. This includes costs and fees. *Beebe v. Bridger Creek*

1            *Homeowners Association*, Gallatin County, Eighteenth Judicial District, DV-12-  
2            766(C), file currently located at the Montana Supreme Court.

3            In this case, the Association's insurance company has paid a substantial amount  
4            in fees and this matter is not yet completed. This is far more than warranted by the  
5            claims. The only reason this has occurred is because of the unnecessary filing or  
6            duplicative filings by the O'Connells. Furthermore, the Court has had to spend a  
7            great deal of time, far beyond what is normal, monitoring the O'Connell cases.

8            (5) whether other sanctions would be adequate to protect the courts and other parties.

9            No. The O'Connells cannot afford to pay any sanctions and seem to be judgment proof.  
10           Therefore, the threat of monetary sanctions will not be effective. The only way to prevent unjust and/or  
11           duplicated filings is to limit their ability to file.

12  
13           7.        For each affirmative defense set forth in GLA's Answer to this Amended Complaint, set  
14           forth in detail each fact or theory and identify each document which supports or relates to such  
15           defense(s), identify each person with knowledge of each such fact setting forth the facts you believe  
16           each individual is aware of.

17  
18           **ANSWER:**

19           **First Affirmative Defense:** Plaintiffs' Complaint fails to state a claim upon which relief can be  
20           granted. None of the claims made by Plaintiffs in the Amended Complaint allege facts which would  
21           entitle Plaintiffs to relief. This has been fully outlined in the GLA's Brief in Support of Its Motion for  
22           Summary Judgment, and that brief is hereby incorporated into this answer. Plaintiffs' claims are as  
23           follows:  
24

25           1) The GLA is barred by estoppel, laches, and/or waiver. These are affirmative defenses  
26           available to a defendant under the Montana Rules of Civil Procedure and not actually claims.  
27  
28

1           2) A reservation of rights to amend their Complaint. This is not an actual claim. Amendments  
2 are done pursuant to the rules of civil procedure and the Court's scheduling order.

3           3) A request for Declaratory Judgment. Plaintiffs have failed to join all necessary parties  
4 interested in the GLA governing documents under Mont. Code Ann. §§ 27-8-202 and 201. Further,  
5 Plaintiffs did not state what they are seeking declaratory judgment for. The GLA will rely on Plaintiffs'  
6 Amended Complaint to show this claim fails as a matter of law.

7  
8           4) A temporary restraining order under Mont. Code Ann. § 27-19-314 and removal of the GLA  
9 Board under Mont. Code Ann. §§ 35-2-423 and 35-8-1104. Plaintiffs also allege the GLA has breached  
10 a previous settlement agreement with Plaintiffs by not providing them with certain documents.

11           Plaintiffs' claim for a temporary restraining order is procedurally defective. Plaintiffs have not  
12 articulated what it is they want restrained nor have they asked for a hearing as required. A temporary  
13 restraining order is simply a preliminary step yet Plaintiffs have not followed the procedures outlined in  
14 Mont. Code Ann. Title 27, Chapter 19. Further, Plaintiffs have alleged no facts sufficient to grant an  
15 injunction under Mont. Code Ann. § 27-19-201. The GLA will rely on Plaintiffs' Amended Complaint  
16 to show this claim fails as a matter of law.

17  
18           Plaintiffs' claim to remove the Board fails because Plaintiffs do not constitute 10% of the voting  
19 power of the GLA. Mont. Code Ann. § 35-2-423. Plaintiffs lack standing to assert this claim. The GLA  
20 can show this through a membership list. Further, Plaintiffs claim under Mont. Code Ann. § 35-8-1104  
21 fails because that statute applies only to limited liability companies. The GLA, as shown by its Articles  
22 of Incorporation, is a non-profit corporation.

23  
24           The claim that the GLA has violated the Settlement Agreement also fails as a matter of law. The  
25 Settlement Agreement allows Plaintiffs to request all documents which they are entitled to under the  
26 Montana Non-Profit Corporation Act and the GLA Bylaws. The GLA has responded to the Plaintiffs'  
27  
28



1 requests however Plaintiffs refused to follow the Montana Non-Profit Corporation Act by paying the  
2 reasonable costs of labor and materials incurred in providing documents. Therefore, it is Plaintiffs who  
3 are breaching the Settlement Agreement by failing to abide by its terms. Further, Plaintiffs made  
4 defective requests that were not in good faith, not for a proper purpose, failed to describe with  
5 reasonable particularity the records they wished to inspect, and failed to connect the records with a  
6 proper purpose. The Settlement Agreement, GLA Bylaws, correspondence with Plaintiffs (Exhibit G to  
7 GLA's Brief in Support of Motion for Summary Judgment), and the Montana Non-Profit Corporation  
8 Act all support this defense.  
9

10           5) Discovery and an audit of GLA records with periodic audits regarding aggregate spending of  
11 GLA assessments. Discovery is not an actual claim for relief. To the extent Plaintiffs filed this lawsuit  
12 merely to conduct discovery constitutes an improper fishing expedition. Plaintiffs do not meet the  
13 requisite requirements for filing a claim for discovery. *Temple v. Chevron U.S.A., Inc.*, 254 Mont. 455,  
14 840 P.2d 561 (1992). Plaintiffs offer no basis for the Court to order an audit. Plaintiffs have advanced  
15 no evidence of any financial impropriety. The power to conduct an audit is within the discretion of the  
16 board, and there is no basis for the Court to step in and manage the affairs of the GLA.  
17

18           Plaintiffs allegations of "non-aggregate" spending fail as a matter of law because there is no  
19 basis in law or fact for them. Plaintiffs misinterpret the Bylaws and apply erroneous definitions to the  
20 words contained therein. Plaintiffs argued definition of "aggregate" violates the Covenants, the Bylaws,  
21 and the purpose of existence of the GLA.  
22

23           The GLA Bylaws, Covenants, and Articles of Incorporation all support this defense.  
24

25           6) A request for the Court to require the GLA to make meeting minutes, handouts, and agendas  
26 available via a website; give notice and allow comment periods before Board and committee votes; and  
27 bar the use of Roberts Rules of Order at Board meetings.  
28

1 There is nothing in the Montana Non-Profit Corporation Act or the GLA governing documents  
2 which give Plaintiffs a legal basis for these claims. Nothing requires the GLA to have a website at all.  
3 Nothing requires notice and comments before Board and committee votes. Nothing bars the use of  
4 Roberts Rules of Order. Plaintiffs are simply asking the Court to step in and manage the affairs of the  
5 GLA which are clearly left to the discretion of the Board.

6  
7 The GLA Bylaws, Covenants, and Articles of Incorporation all support this defense.

8 7) The reversal of findings from a variance review for Pete and Cyrese Erickson. This matter has  
9 already been decided by the Court, and Plaintiffs are directed to the Court's Order of December 9, 2013.

10 8) Repayment of money spent on certain road maintenance and paid to Board members for  
11 services provided unrelated to their Board position. This claim fails as a matter of law because Plaintiffs  
12 cannot show the GLA violated Mont. Code Ann. § 35-2-436. Plaintiffs argument regarding "aggregate"  
13 spending is fatally flawed and not a basis for repayment. Further, the GLA governing documents clearly  
14 allow payment to directors for services rendered in capacities other than as directors. This has always  
15 been the case. The duties of directors are clearly defined, and so payment for services rendered outside  
16 those duties is proper. The only limitation is that the GLA may not pay Board members for attending  
17 meetings and for serving as Directors. See Section 8 of the GLA's Brief in Support of Its Motion for  
18 Summary Judgment for additional information.  
19  
20

21 The GLA Bylaws, Covenants, and Articles of Incorporation all support this defense.

22 9) Removal of the GLA Board for ten years for alleged breach of GLA governing documents  
23 and exceeding powers. Plaintiffs do not have standing to bring this claim under Mont. Code Ann. § 35-  
24 2-423. Plaintiffs merely allege the Board has breached its governing documents without a shred of  
25 evidence. Unsupported accusations fail as a matter of law. *Glacier Tennis Club at Summit LLC v.*  
26 *Treweek Const. Co., Inc.*, 2004 MT 70, ¶ 37, 320 Mont. 351, ¶ 37, 87 P.3d 431, ¶ 37.  
27  
28

1 10) A request for fees, costs, nominal damages, and sanctions against the GLA Board payable to  
2 the GLA. Plaintiffs' claims fail as a matter of law so they would not be entitled to fees, costs, sanctions,  
3 or nominal damages. Montana law also prohibits an award of attorney fees to a party when the party is  
4 represented by anyone other than an admitted attorney at law. Mont. Code Ann. § 37-61-215.

5 11) Further relief deemed just and proper by the Court. Plaintiffs are not entitled to any further  
6 relief.  
7

8 **Second Affirmative Defense:** The GLA Board of Directors has acted within the power granted  
9 by its governing documents and within their power to interpret governing documents. Plaintiffs' claims  
10 are simply their disagreement with the GLA Board's discretionary powers and interpretation. The GLA  
11 board "has the power to interpret all the provisions of these Bylaws and such interpretation shall be  
12 binding on all persons." Bylaws Art. XII.A. "The Association may designate and define different  
13 qualities or levels of road construction and maintenance within the Community (such as residential  
14 roads, foothill roads, mountain roads, etc.) according to its limited ability to deal with such conditions as  
15 topography, terrain, elevation, native soil and materials, slope, grade, easement location, parcel location,  
16 drainage, climate, weather, snow, ice and mud, and limited resources and equipment." Covenants §  
17 8.01(c). The Board has the discretion to conduct audits. Bylaws Art. VIII.H. The Board has the  
18 discretion to deem certain matters confidential. Bylaws Art. VI.F. The Board may "Adopt Rules from  
19 time to time for the conduct of any meeting, election or vote in a manner that is not inconsistent with  
20 any provisions of the Covenants, Articles of Incorporation or these Bylaws." Bylaws Art. VI.B.16.  
21 Finally, the GLA Board has acted within the standards in Mont. Code Ann. § 35-2-416. The GLA  
22 Bylaws, Covenants, Articles of Incorporation, and Montana Non-Profit Corporation Act all support this  
23 defense.  
24  
25  
26  
27  
28

1           **Third Affirmative Defense:** Plaintiffs' claims are barred by the doctrine of unclean hands. A  
2 party seeking equitable relief is barred if his or her own actions have violated equitable principles.  
3 Plaintiffs have not acted in good faith. Plaintiffs have ignored the terms of the Settlement Agreement by  
4 refusing to comply with the GLA Bylaws and Montana Non-Profit Corporation Act, made continual  
5 document requests that were not in good faith or for a proper purpose, and filed multiple, meritless  
6 lawsuits. In regards to GLA websites, when Daniel O'Connell was a board member he was the chair of  
7 the website committee. He proposed an additional website, [www.mygla.org](http://www.mygla.org), as a more effective means  
8 of internet communication. The board approved Daniel O'Connell's purchasing this domain name, on  
9 behalf of the GLA in 2010 and reimbursed him for the cost of registering and hosting. It was intended  
10 that this website would be used by the GLA. When Daniel O'Connell was in the process of being voted  
11 out of office, he began using the website for his personal use. When challenged about this, he told the  
12 board it would have to sue him to make him relinquish control of the domain. Plaintiffs accuse the GLA  
13 of not using their website properly yet they undermine the GLA's web presence by taking control of the  
14 website originally intended for the GLA and running it in an antagonistic fashion which confuses  
15 members and prospective buyers who mistake it for the official GLA website.  
16  
17  
18

19           Plaintiffs complain of Board actions, practices, and procedures which have been in force for  
20 years, and which Plaintiff Daniel O'Connell often participated in when he was a director. Plaintiffs'  
21 claims violate the equitable principles of estoppel, waiver, acquiescence and laches. Specifically,  
22 Roberts Rules of Order were in use for years before this complaint. Spending on road maintenance has  
23 been done in the same manner since the inception of the GLA. Directors of the GLA have been  
24 compensated for services rendered in capacities other than as directors in the past. The website has  
25 never been used the way Plaintiffs want it to be used nor is it even required to exist. Notice and  
26 comment periods are not used before committee votes because they are not required. Due process  
27  
28

1 notices have always been done consistently with Article XI.C. of the Bylaws. Audits are not done on a  
2 yearly basis nor are they required. The Board's interpretation of the scope of document requests and  
3 confidential matters has been consistent since the creation of the GLA. In addition, the way the GLA  
4 has kept meeting minutes, provided the receipts and expenditures statements, conducted elections, and  
5 solicited bids is has been consistent since its beginning. Plaintiffs' participation as members and as a  
6 director in the GLA constitute acquiescence and waiver of complaining how these activities were done.  
7 Further, Plaintiffs unreasonably delayed acting on their alleged claims. Therefore, Plaintiffs' claims are  
8 barred by estoppel.  
9

10  
11 **Fourth Affirmative Defense:** Defendants relied upon the advice of counsel. "In discharging  
12 the duties, a director is entitled to rely on information, opinions, reports, or statements, including  
13 financial statements and other financial data, if prepared or presented by: (b) attorneys, public  
14 accountants, or other persons with regard to matters that the director reasonably believes are within the  
15 person's professional or expert competence. Mont. Code Ann. § 35-2-416(2). The GLA has relied on the  
16 advice of its attorneys in conducting its affairs. In doing so, directors have complied with the standards  
17 of conduct in Mont. Code Ann. § 35-2-416.

18 **Fifth Affirmative Defense:** Plaintiffs have failed to exhaust their remedies under the existing  
19 Bylaws and have instead resorted to unnecessary litigation. Plaintiffs seek to remove the GLA directors,  
20 but they have never attempted to do so under Article VI.L of the Bylaws. Plaintiffs have not followed  
21 the By-law provisions but have resorted to Court action. They should be equitably estopped from  
22 seeking Court action rather than following the Bylaws they agreed to by owning property within the  
23 GLA.

24 **Sixth Affirmative Defense:** Plaintiffs' claims are barred by the doctrines of laches, estoppel,  
25 waiver, and acquiescence. Plaintiffs complain of Board actions, practices, and procedures which have  
26 been in force for years, and which Plaintiff Daniel O'Connell often participated in when he was a  
27 director. Plaintiffs' claims violate the equitable principles of estoppel, waiver, acquiescenc and laches.  
28 Specifically, Roberts Rules of Order were in use for years before this complaint. Spending on road

1 maintenance has been done in the same manner since the inception of the GLA. Directors of the GLA  
2 have been compensated for services rendered in capacities other than as directors in the past. The  
3 website has never been used the way Plaintiffs want it to be used nor is it even required to exist. Notice  
4 and comment periods are not used before committee votes because they are not required. Due process  
5 notices have always been done consistently with Article XI.C. of the Bylaws. Audits are not done on a  
6 yearly basis nor are they required. The Board's interpretation of the scope of document requests and  
7 confidential matters has been consistent since the creation of the GLA. In addition, the way the GLA  
8 has kept meeting minutes, provided the receipts and expenditures statements, conducted elections, and  
9 solicited bids is has been consistent since its beginning.

10 **Seventh Affirmative Defense:** Plaintiffs are not entitled to bring claims or request damages on  
11 behalf of other members of the GLA. It has never been clear to the GLA whether Plaintiffs are  
12 attempting to assert claims on behalf other members of the GLA. Some of Plaintiffs' claims, such as  
13 removal of the GLA directors, can only be brought by members holding 10% of the voting power.  
14 Mont. Code Ann. § 35-2-423. Nor do Plaintiffs have standing to bring a derivative action under Mont.  
15 Code Ann. § 35-2-1301. Further, Plaintiffs are asserting a declaratory action which could only be  
16 brought if all other members have joined the action. Plaintiffs have put in their past pleading headings  
17 that they are Plaintiffs "for and on behalf of the landowners & the many members of the Glastonbury  
18 Landowners Association." If Plaintiffs are attempting to get around their lack of standing to remove  
19 directors, bring a derivative action or declaratory judgment action by claiming they are bringing this  
20 action on behalf of the other GLA members, then such a claim is false. Plaintiffs do not represent other  
21 members, and they cannot meet the standing requirements to bring these actions.

22 **Eighth Affirmative Defense:** Defendants are entitled to costs and attorney fees under the  
23 Uniform Declaratory Judgment Act and pursuant to the various Bylaws and covenants at issue in this  
24 matter. Plaintiffs claim for relief under the Declaratory Judgment Act fails as a matter of law. As such,  
25 the GLA is entitled to its attorney fees under Mont. Code Ann. § 27-8-313 and *United National Ins. Co.*  
26 *v. St. Paul Fire & Marine Ins. Co.*, 2009 MT 269, 352 Mont. 105, 214 P.3d 1260.

27 **Ninth Affirmative Defense:** Some of Plaintiffs' claims are duplicative of other claims brought  
28 by Plaintiffs already pending in the Montana Sixth Judicial District Court under cause numbers DV-12-

1 220 and DV-12-164. Plaintiffs' claims regarding the Erickson variance were duplicative of others  
2 already decided in the GLA's favor. The Court dismissed these claims in its December 9, 2013 Order.

3 **Tenth Affirmative Defense:** Defendants deny every allegation not specifically admitted. This  
4 defense speaks for itself. It not specifically admitted, the GLA denies Plaintiffs' allegations.

5  
6 8. Did the **GLA Defendant(s)** prepare or make for any of its members any written notices  
7 of "due process" disclosures, written or oral fact finding, or other "due process" pursuant to GLA Bylaw  
8 XI(C) activities from 2011 through 2013? If so,

9 (a) identify any written notices of "due process" disclosures, written or oral "fact finding", or other  
10 "due process" activities disclosures;

11 (b) state the name, **ADDRESS**, and telephone number of the **PERSON** who has each version of  
12 each **DOCUMENT** containing such materials;

13 (c) describe any notices of "due process" disclosures, written or oral fact finding, or other "due  
14 process" activities YOU GLA (Defendants) gave to member(s);

15 (d) identify any **PERSON** who made any notices of "due process" disclosures, written or oral fact  
16 finding, or other "due process" activities given to member(s) and when and where they were made;

17 (e) Since 2011, describe how, when and to whom the GLA Defendants communicated with its  
18 members to give members notice of Board impending actions.

19  
20 **ANSWER:**

21 Article XI.C. of the Bylaws requires the GLA to provide "reasonable written notice" to members  
22 "prior to making any new Rules or Regulations, or taking any action to enforce any of the Covenants,  
23 Bylaws, Rules or Regulations...." Notice goes to all members in the case of new rules or regulations or  
24 to all directly affected members in the case of enforcement action. During the time frame from 2011  
25 through 2013 reasonable written notices were sent out as follows:  
26

27 November 2012: Assessment Policy Draft mailed out to membership for input prior to adopting.  
28

1 November 2012: Members informed that guesthouses would be assessed as dwelling units  
2 starting in January 2013.

3 July 2012 and November 2012: Notice of Minnick Management trial period & asking for input.

4 9. Was GLA Defendant(s) performance of the 2012 Settlement agreement to give  
5 O'Connells requested documents terminated by mutual agreement, release, accord and satisfaction, or  
6 novation? If so, identify each agreement terminated, the date of the termination, and the basis of the  
7 termination.  
8

9 **ANSWER:**

10 No. The Settlement Agreement is still in force.  
11

12  
13 10. Was any GLA Defendant(s) performance of the 2012 Settlement agreement to give  
14 O'Connells requested documents unenforceable? If so, identify each unenforceable agreement and state  
15 why it was unenforceable.

16 **ANSWER:**

17 Objection. This question as written is vague and confusing, and the GLA does not understand  
18 what the O'Connells are asking entirely. Further, it appears to be seeking a legal conclusion. If Plaintiffs  
19 are asking whether or not the Settlement Agreement is unenforceable, then GLA answers "no." The  
20 terms of the Settlement Agreement speak for themselves. The Settlement Agreement in no way relieves  
21 the O'Connells from complying with the GLA Bylaws and the Montana Non-Profit Corporation Act.  
22  
23

24  
25 11. Describe any GLA documents generated in the last three years that the GLA Defendants  
26 consider are not to be viewed or copied by GLA members (such as financial records of delinquent  
27  
28



1 members payment plan with the GLA, how much such delinquent member paid and owe in past due  
2 assessments, ect).[sic]

3 **ANSWER:**

4 Based on historical practice, Montana law, and the discretion of the GLA Board given by By-  
5 Law Article VI.F the following documents are deemed confidential and are not disclosed to GLA  
6 members unless otherwise required by law:  
7

- 8 Social security numbers, tax payer identification numbers or driver license numbers;
- 9 Email addresses, unless it is the official address for notice of member meetings;
- 10 A member's financial account transactions (does not include account balances);
- 11 Bank account, credit card or debit card account numbers or information;
- 12 Phone numbers;
- 13 Date of birth or family information (such as number of, names of, or ages of children);
- 14 Employment records;
- 15 Minutes of closed Board meetings that deal with confidential matters such as litigation or  
16 employee-related issues;
- 17 Other information that may be required to be kept confidential under Montana law.

18 12. Other than from O'Connells, did GLA Board Defendant(s), or anyone acting on behalf of  
19 the defendant(s), receive any reports or complaints from any source from June 2011 through June 2014,  
20 concerning GLA or its members? If so, state:

- 21 (a) When;
- 22 (b) From whom received;
- 23 (c) The nature of each such member report, or complaint;
- 24 (d) Any action(s) taken by GLA defendant(s) in response thereto;
- 25 (e) The name, address, and job title of the person(s) who has custody, possession and/or control of  
26 such reports or complaints.

27 **ANSWER:**

1           Object to this interrogatory to the extent it is asking for reports or complaints from any source  
2 from June 2011 through June 2014 concerning GLA or its members that are not relevant to any party's  
3 claim or defense. Further, such reports or complaint are not reasonably calculated to lead to the  
4 discovery of admissible evidence.

5           Subject to that objection, neither the GLA nor anyone acting on its behalf received reports or  
6 complaints from any source from June 2011 through June 2014 concerning GLA or its members  
7 relevant to any party's claim or defense in this matter.  
8

9  
10           13.     Identify such dates and names of any GLA Defendants who did not receive O'Connell  
11 members emails of written GLA document requests dated October 7, 2012, October 11, 2012,  
12 December 27, 2012, and/or June 8th, 2014, and/or June 11th, 2014, and/or July 7, 2014, and/or July  
13 12th, 2014, and/or July 29th 2014, and/or September 26, 2014.  
14

15           **ANSWER:**

16           Plaintiffs have not specified what they mean by "GLA Defendants" but have named the  
17 Glastonbury Landowners Association, Inc. and "current GLA Board of Directors." The GLA does not  
18 concede Plaintiffs have properly named or served the "current GLA Board of Directors." For all of the  
19 requests identified above, the GLA and its board at the time the request was made received the request.  
20  
21

22           14.     For each O'Connell Member written requested made via email for GLA documents  
23 (made not for discovery), explain in detail GLA Defendants reasons to NOT allow O'Connells" [sic]  
24 members to inspect or copy such requested documents, and why this GLA action was or was not  
25 pursuant to the 2012 settlement agreement or Laws §35-2-906 MCA.  
26

27           **ANSWER:**  
28

1 The O'Connells consistently made defective requests that were not in good faith, not for a  
2 proper purpose, failed to describe with reasonable particularity the records they wished to inspect, and  
3 failed to connect the records with a proper purpose. Further, the O'Connells refused to pay the  
4 reasonable costs of labor and material for requests of documents. The O'Connells were not entitled to  
5 the requested documents to under Montana law and the GLA governing documents. When the  
6 O'Connells finally submitted a request and agreed to inspect and provide their own means copying, the  
7 requested records were made available on June 28, 2014 and July 8, 2014.  
8

9  
10 15. Since October 2012, state the name, **ADDRESS**, and telephone number of each  
11 **PERSON** who has agreed to withhold or deny the following member written requests for GLA  
12 documents (below\*) requested by its members-O'Connells:  
13

- 14 \*a. GLA member complaint/suggestion letters to the Board"[sic] for the last 36 months  
15  
16 b. "GLA communications with members" (per §35-2-906 MCA called "resolutions adopted by its board  
17 of directors relating to the characteristics, qualifications, rights, limitations, and obligations of  
18 members.")  
19  
20 c. "GLA member account balances" (per §35-2-906 MCA called "accounting records" and "financial  
21 statements.")  
22  
23 d. "GLA payment plans with members" (per §35-2-906 MCA called "accounting records" and  
24 "financial statements;" or else called "resolutions adopted by its board of directors relating to the  
25 characteristics, qualifications, rights, limitations, and obligations of members.")  
26  
27 e. "GLA Board committee minutes" & Board "closed secession[sic]" meeting minutes" or "a  
28 confidential Board meetings" for the last 36 months (per §35-2-906 MCA called "minutes of  
meetings.")

1                   **ANSWER:**

2                   The Glastonbury Landowners Association, Inc., through its Board of Directors, evaluated each  
3 of Plaintiffs' requests, and the Glastonbury Landowners Association, Inc. fulfilled or denied those  
4 requests based on Plaintiffs' compliance or noncompliance with GLA governing documents and  
5 Montana law, whether or not the requested documents could be disclosed under the GLA governing  
6 documents and Montana law, and whether the requested documents were confidential. This process  
7 resulted in the denial of Plaintiffs' requests for documents identified in subparts a., c., and d. of this  
8 interrogatory. The GLA did provide documents in subpart b. regarding GLA communications with  
9 members and subpart e., "GLA Board committee minutes." Assuming "closed secession" actually refers  
10 to "closed session" meeting minutes, there are some closed session meeting minutes which have  
11 confidential information which have not been redacted that are not available to members. However,  
12 some closed sessions dealing with confidential matters held pursuant to By-law Article VI.F are  
13 included in Board meeting minutes which are available to members because the descriptions of what  
14 was discussed are described generally so as not to violate confidentiality.  
15  
16  
17  
18

19                   16.       From January 2009 through September 2011, describe why the GLA Defendant(s) failed  
20 to "mail to each [GLA] Member within thirty (30) days after the end of the fiscal year" (per Bylaw VIII.  
21 F & H) its GLA "Receipts & Expenditures" documents.  
22

23                   **ANSWER:**

24                   From January 2009 through September 2011, the receipts and expenditure statements were not  
25 mailed out within 30 days of the end of the fiscal year due to lack of demand and an oversight. Such  
26 reports would be available to members upon request. Daniel O'Connell was a board member from  
27  
28

1 November 2009 through August 2011, and the receipts and expenditures statements were available to  
2 him as a board member. Further, the failure to mail the statements is attributable to him as well.

3 17. From January 2009 through September 2011, describe why the GLA Defendant(s) failed  
4 to "present at the [GLA] Annual Meeting" (per GLA Bylaw VIII.F & H) any GLA "Receipts &  
5 Expenditures" documents.  
6

7 **ANSWER:**

8 From January 2009 through September 2011, the GLA presented receipts and expenditures for  
9 January through October of the year at the annual meeting in the form of a Budget Variance report that  
10 gave details of income and expenses to date along with a proposed budget. The receipts and expenditure  
11 statement for the preceding fiscal year was not at the annual meeting nor mailed due to an oversight and  
12 the interest of the members was on the current financial picture. Such reports would be available to  
13 members upon request. Presentation of the GLA's financial state was done this way for years prior to  
14 2009 through 2011 as well. Daniel O'Connell was a board member from November 2009 through  
15 August 2011, and the receipts and expenditures statements were available to him as a board member.  
16 Therefore, the failure to present any documents at the annual meetings for that time is attributable to  
17 him as well.  
18  
19

20 18. Describe each type of GLA financial document (such as GLA check details, GLA  
21 deposit checks, GLA cancelled checks, GLA credit card and bank statements) that the GLA considers to  
22 NOT be GLA "Receipts & Expenditures" (per GLA Bylaw VIII.F & H) and state YOUR facts and legal  
23 reasons for such considerations.  
24

25 **ANSWER:**

26 Object to this request to the extent it is asking for a legal conclusion. Under Mont. R. Civ. P.  
27 33(d), the GLA is answering this request by producing the receipts and expenditures statement for 2013  
28

1 prepared by Storey & Co. which is produced in accordance with generally acceptable accounting  
2 practices. The statement speaks for itself, and the financial information it contains is compliant as a  
3 receipts and expenditures statement under generally acceptable accounting practices.  
4

5 19. State why or why not it is a breach of duty and loyalty to the members or Association or  
6 a good business practice for the GLA Defendants to NOT give its members copies for each of the  
7 following financial documents: GLA check details, GLA deposit checks, GLA cancelled checks, GLA  
8 credit card and bank statements.  
9

10 **ANSWER:**

11 Object to this interrogatory on the grounds that it presupposes the directors have a "duty and  
12 loyalty to the members or Association." The standards of conduct for directors of a nonprofit  
13 corporation are set forth in Mont. Code Ann. § 35-2-416 and do not include Plaintiffs' alleged "duty and  
14 loyalty." Plaintiffs do not define this duty either.  
15

16 It is situational dependent as to whether or not it is a good business practice for the GLA to give  
17 its members copies of GLA check details, GLA deposit checks, GLA cancelled checks, GLA credit card  
18 and bank statements. At monthly meetings, general information about the GLA's finances are provided  
19 to members by the balance sheet, profit and loss statement, and profit and loss budget variance report.  
20 Certified Public Accountant Bob Storey advised the GLA that these documents were standard  
21 documents provided to members for their review in accordance with generally accepted accounting  
22 practices. Mr. Storey advised that more detailed information such as check details, deposit checks,  
23 cancelled checks, credit card and bank statements are unnecessary details and did not advise the GLA to  
24 provide this information at regular board meetings. Further, providing check details, deposit checks,  
25 cancelled checks, bank statements, and credit card statements to members at every board meeting  
26 encompasses more work to gather the information, more expense in labor and copying, and necessary  
27 redactions of account numbers. However, the GLA has provided these sorts of documents to members  
28

1 in the past upon special request provided they were requested properly under the Montana Nonprofit  
2 Corporation Act and the members paid the reasonable costs of labor and materials. Providing  
3 accounting information in this manner is consistent with generally accepted accounting practices which  
4 constitutes good business practice.

5  
6 20. State why or why not the GLA Defendants consider it a good business practice to hire a  
7 CPA (Certified Public Accountant), and include reason(s) why the GLA from 2007 through May 2012  
8 did NOT hire a CPA to maintain its GLA accounting records.

9 **ANSWER:**

10 For maintaining GLA accounting records, it is a better business to have a bookkeeper rather than  
11 a CPA. The GLA's accounting is not complicated enough to justify a CPA for maintain accounting  
12 records. An experienced bookkeeper is able to handle that task. Further, it would be cost prohibitive to  
13 hire a CPA to handle routine accounting functions. A CPA may be hired to review accounting records  
14 on an occasion as needed, to advise the GLA or its bookkeeper on issues, or for a more specialized task  
15 such as for filing taxes. Audits may done at the discretion of the Board.  
16  
17

18  
19 21. In calendar years 2010 through 2013, state the reason(s) GLA Board Defendant(s) spent  
20 more than \$12,000 member assessments for grading (labor and cost), road repair (labor & costs),  
21 snowplowing (labor & cost), weed spraying (labor & costs) to maintain Hercules Road & Polaris Road  
22 & Sagittarius Roads (High South Glastonbury Roads).  
23

24 **ANSWER:**

25 The GLA does not know whether it has spent more than \$12,000 grading, snowplowing, and  
26 weed spraying to maintain Hercules Road & Polaris Road & Sagittarius Roads because it lacks  
27 knowledge or information of expenditures for these tasks based on particular roads in the community.  
28

1 This type of information is not maintained or calculated by the GLA, and the GLA is not required by its  
2 governing documents to maintain or calculate this information. Specific road repairs such as culvert  
3 replacements are individually tracked, but repairs for these roads came nowhere near \$12,000 in 2010-  
4 2013. Assessments collected are spent in order to facilitate members' to property without limitations  
5 imposed by North or South Glastonbury location.  
6

7  
8 22. For each calendar year 2011 through 2013, state the GLA costs to print, mail, & labor  
9 costs to send member payment notices, member notices of meetings and activities of the GLA, & GLA  
10 newsletters.  
11

12 **ANSWER:**

13 Attached to these answers are financial statements from 2010, 2011, 2012, and 2013 which show  
14 postage, office supplies, and other administrative costs from which Plaintiffs can ascertain the costs.  
15

16 23. Since 2010, state any reason(s) or decisions of the GLA Board Defendant(s) to NOT  
17 utilize the GLA website to print, mail, & labor costs to send member payment notices, member notices  
18 of meetings and activities of the GLA, & GLA newsletters.  
19

20  
21 **ANSWER:**

22 The GLA website is not required by Montana law or the GLA governing documents. However,  
23 the GLA created a website in the year 2002 as a service to members. Through volunteers and some paid  
24 contractors the website has evolved and has provided information and documents since its creation.  
25 Member payment notices, member notices of meetings and activities of the GLA are mailed pursuant to  
26  
27  
28



1 the GLA governing documents and Montana law. Newsletters are available both by the website and  
2 mailed because not all members have internet access.

3  
4 24. In calendar years 2010 through 2013, Generally state any subject matter that the GLA  
5 Defendants considered to be "confidential matters" at GLA "closed session" Board meetings. If  
6 consideration of what constituted "confidential matters" differed in years 2010 through 2013, then state  
7 why they differ and generally what those differences were.  
8

9 **ANSWER:**

10 Object to this interrogatory as it seeks information protected by the attorney/client privilege.  
11 Closed sessions often discuss confidential matters relating to litigation and other legal advice provided  
12 to the Board by attorneys.  
13

14 Generally, the Board considers the following subject matters to be confidential:

- 15 1) Any discussions with its attorneys or relating to litigation or threatened litigation.  
16 2) Employment matters.  
17 3) Contract negotiations.  
18 4) Voting documents disclosure of which would violate secret ballot procedures

19 Confidential matters deemed so at the discretion of the board under the Bylaws Art. VI.F.  
20

21 5) Closed sessions were used to discuss financial hardships with specific members who  
22 requested them in 2010 and 2011. This practice was changed in 2012.  
23

24 6) Issues or complaints that may be considered sensitive in nature

25 7) Delinquent account details – Collection Committee activities and reports.

26 8) Board orientation activities such as electing board officers and committee chairs (later  
27 changed to be held in open meeting)  
28

1 Starting in 2012, the board changed some things that were being discussed in closed sessions.  
2 Specifically, member financial hardships and election of board officers and committee members was  
3 held in open meetings instead of closed meetings. The board used its discretion to determine that there  
4 was no compelling reason to keep these items confidential, and began discussing them in open meeting  
5 to further transparency.  
6

7  
8 25. State any reason and authority as to why the GLA Board routinely denied its members to  
9 see or copy GLA Board meeting minutes from "closed session" (or private) Board meetings.

10 **ANSWER:**

11 GLA Bylaws Article VI.F gives the Board discretionary power to deem matters confidential.  
12 Mont. Code Ann. § 26-1-803 protects the attorney-client privilege and discussions of litigation matters.  
13 Mont. Code Ann. § 39-51-603 requires employers to keep unemployment insurance records  
14 confidential. Mont. Code Ann. § 39-71-525 requires employers to keep worker's compensation records  
15 confidential. Mont. Code Ann. § 37-50-402 makes confidential and privileged information derived from  
16 or as a result of the professional services of a certified public account and his or her employees. Any  
17 records having to do with age, sex, and race are required to be confidential under Mont. Code Ann. §  
18 49-2-102. Finally, the Montana Constitution Article II, Section 10 guarantees a right of privacy which  
19 encompasses a broad range of personal information such as birth dates, social security numbers,  
20 financial information, personal telephone numbers, and emails.  
21  
22

23  
24  
25 26. Did GLA defendant(s), or anyone acting on behalf of the defendant(s), take or receive  
26 any GLA committee minutes reflecting "all committee members attending and the actions taken" from  
27 any source from June 2011 through June 2014, concerning the GLA? If so, state:  
28

- 1 (a) When;
- 2 (b) From whom received;
- 3 (d) [sic] Any action(s) taken by GLA defendant(s) in response thereto;
- 4 (e) The name, address, and job title of the person(s) who has custody, possession, and/or control of
- 5 such reports or complaints.
- 6

7 **ANSWER:**

8 Committee chairs and/or members take notes regarding their meetings which are either turned in

9 to the board Secretary or simply read at the monthly board meeting by the committee chairperson so

10 these notes are committee minutes incorporated into the regular monthly board meeting minutes.

11 Meeting notes have been taken by various committee chairs and members over the years. The GLA has

12 meeting minute binders that contain these minutes which are currently in the possession of

13 administrative contractor, Denise Orr Kirk, (PO Box 1046, Emigrant, MT 59027) who is still working

14 on re-assembling the binders after they were put into a state of disarray when plaintiff's removed

15 materials and did not put them back in proper order during their copying sessions in the summer of

16 2014. This has caused the digitizing of these records to be delayed. Plaintiffs have had access to these

17 binders containing committee reports and minutes during 2 copying sessions totaling almost 9 hours.

18

19

20

21 27. State why or why not, such GLA election ballots can be viewed without referencing member

22 names and addresses by assigning a member number, and that (by members viewing the GLA election

23 ballots), and state if this is the only means for O'Connell members to factually prove the actual number

24 of votes each GLA election matter or each GLA Board candidate receives.

25

26

27

28

1                   **ANSWER:**

2                   Absentee ballots reference member names and parcel numbers thus allowing them to be viewed  
3 would violate voter confidentiality. Ballots filled out at meetings do not contain this information but  
4 viewing only those ballots would not provide the actual tallies. Further, the GLA protects ballots  
5 because it does not want them to be tampered with. The O'Connells can factually prove the actual  
6 number of votes by means other than by viewing the actual ballots. The tallies are announced at  
7 meetings and published in the newsletter which is a factual number of votes. Finally, if the GLA  
8 decided to conduct a recount by an independent third-party (which is at its discretion), the O'Connells  
9 still would not be able to examine the ballots because they are interested parties.  
10

11  
12  
13                   28.       Since 2010, state any reason explaining why the GLA election ballots are NOT counted  
14 by a neutral 3<sup>rd</sup> party (see January 2011 GLA Board newsletter as the only written source to give the  
15 names of Board candidates reelected to the Board & January 2012 GLA newsletter that gave "Specific  
16 Voting Results;" as an unverifiable report on the # of votes each GLA Board candidate received).  
17

18                   **ANSWER:**

19                   A count by a neutral third-party is not required by Montana law or the GLA governing  
20 documents. Further, there is no reason to believe such a practice is necessary as there has never been  
21 evidence of malfeasance or vote tampering by the volunteer vote counters nor any reason to believe  
22 such actions took place. It is within the GLA's authority to designate who tabulates the votes.  
23

24                   The GLA disagrees with the assertion that the January 2011 and 2012 newsletters are the only  
25 written sources of voting results and that such newsletters are "unverifiable." The GLA creates vote  
26 tally sheets directly from the ballot counting, and those numbers are the numbers published in the  
27  
28

1 newsletter. Vote counters for North Glastonbury are selected from South Glastonbury and vice versa.  
2 Vote tallies are signed, notarized, and retained.  
3

4 29. Explain why or why not it is a breach of duty and loyalty to the members or Association  
5 or a good business practice for the GLA Defendants to deny O'Connell members request (from 2011  
6 through 2013) to view GLA election ballots; and state why the GLA Board instead published its January  
7 2011 GLA newsletter that only gave the names of Board candidates reelected to the Board & January  
8 2012 GLA newsletter that gave unverifiable "Specific Voting Results" on the # of votes each GLA  
9 Board candidate received).  
10

11 **ANSWER:**  
12

13 Objection. This interrogatory appears to be calling for a legal conclusion. It is not a breach of  
14 duty and loyalty to the member or the association to maintain voter confidentiality by keeping election  
15 ballots confidential and unavailable for examination by members. Further, it is a good business practice  
16 to maintain voter confidentiality by keeping election ballots confidential and unavailable for  
17 examination by members. Secret ballot voting is a fundamental means of allowing people to exercise  
18 the right to vote without fear of reprisal or attempts of undue influence on the voting process. By  
19 maintaining secret ballot voting since its inception, the GLA encourages and protected members right to  
20 vote.  
21  
22

23 30. State the name of each GLA Board member since 2011 through October 2014 that have  
24 either quit the Board, decided not to run for office of GLA Board, or were voted out of office.  
25

26 **ANSWER:**  
27

28 From 2011 to 2014:

1 Board members who resigned (quit):

2 Clare Parker

3 Neil Kremer

4 Janet Naclerio

5 Donna Lash-Andersen

6 Rich Spallone (did not quit or resign... he sold his house and was no longer eligible)

7 Board members who did not run for office (after completing their terms):

8 Richard Bolen

9 William Smith

10 Sean Halling

11 Alyssa Allen

12 Laura Boise

13 Sheridan Stenberg

14 Board members who were voted out of office:

15 Daniel O'Connell

16  
17 31. Describe the original June 2012 GLA/Minnick Management contract clause that was  
18 amended December 2012; which refers to removing the 1<sup>st</sup> paragraph clause that referred to, "Minnick  
19 Management" [agent] having "exclusive [sic] control [sic] over all GLA[sic] . . . parcels[sic]. . ."[sic]

20 ANSWER:

21 Object on the grounds that this interrogatory is not relevant to any party's claim or defense nor is  
22 this request reasonably calculated to lead to the discovery of admissible evidence. The validity of the  
23 Minnick Contract is *res judicata*. Further, Plaintiffs misquote the June 2012 or December 2012 Minnick  
24 Management Contracts—it isn't clear which contract they allegedly are quoting. Neither contract gave  
25 Minnick exclusive control over GLA parcels. Plaintiffs' claims otherwise were dismissed with  
26 prejudice.  
27  
28

1  
2 32. Describe how any of the following are NOT considered fiduciary duties of the GLA

3 Board (this list is not intended to be exclusive):

- 4 • Read and follow the associations governing documents - declaration, articles of
- 5 incorporation, bylaws, rules, regulations, guidelines and policies;
- 6
- 7 • Be familiar with whether action can be taken outside open board meetings, and if so, how;
- 8 • Make sure all meetings, other than “closed sessions,” are open to all owners, and make sure
- 9 “closed sessions,” are only conducted to address confidential issues.
- 10
- 11 • Exercise business judgment when making decisions;
- 12 • Obtain advice and opinions of experts concerning matters that are beyond the general nature
- 13 of the board’s knowledge;
- 14 • Maintain all GLA meeting minutes approved as to form and content;
- 15 • Obtain professional assistance when negotiating contracts;
- 16 • Act in accordance with contracts;
- 17 • Maintain copies of all contracts;
- 18 • Make sure the association has appropriate insurance;
- 19 • Maintain copies of all insurance policies;
- 20 • Require certificate of insurance directly from the independent contractors and vendors;
- 21 • Maintain financial records so as to comply with GLA Bylaw VIII(1);
- 22 • Meet with professionals who advise the board (insurance, CPA, attorney) at least annually;
- 23 • “Maintenance and repair of [GLA] roads and snowplowing (as the first priority for use of
- 24 annual assessment funds’ per Covenant 11.05).
- 25
- 26
- 27
- 28

- Diligently pursue collection of assessments and delinquent assessments using professionals who are trained & knowledgeable in the law concerning collections;
- Provide annual education of association operations to the members.

**ANSWER:**

Object to the interrogatory as it calls for a legal conclusion. The GLA directors are not fiduciaries under Montana law. Under Montana Law a fiduciary includes personal representatives, guardians, conservators, and trustees. The directors of a non-profit corporation are not considered fiduciaries. The standards of conduct for directors of a nonprofit corporation are set forth in Mont. Code Ann. § 35-2-416. As such, none of the above duties are “fiduciary duties” of the GLA Board. Whether or not they are duties is not asked.

33. For calendar years 2010 through 2013, describe the scope of work that Rich Spallone performed for the GLA, and the total amount GLA paid to Rich Spallone for such work (payment meaning GLA assessments, income, profit, remuneration, compensation, consideration, or other form of payment including any materials that the GLA or any GLA Director supplied to Rich Spallone).

**ANSWER:**

Rich Spallone or R&B Builders: Snowplowing as independent contractor

2010: \$3,931.00

2011: \$6,294.00

2012: \$2,318.75

2013: \$900.00

Total: \$13,443.75

34. For calendar years 2010 through 2013, describe the scope of work that Alyssa Allen performed for the GLA, and the total amount of GLA paid to Alyssa Allen for such work (payment meaning GLA



1 assessments, income, profit, remuneration, compensation, consideration, or other form of payment  
2 including any materials that the GLA or any GLA Director supplied to Alyssa Allen).

3 **ANSWER:**

4 Alyssa Angelis, Alyssa Allen, Angelis Design: Managerial Committee duties, assisting in  
5 administrative duties customarily paid to administrative contractors, policies & procedures,  
6 newsletters, lawsuit administrative assistance, project review administration.

7 2010: \$1,167.50

8 2011: \$6,460.00

9 2012: \$6,295.00

10 2013: \$1,390.00

11 Total: \$15,312.50

12  
13 35. For calendar years 2010 through 2013, describe the scope of work that Paul Rantallo  
14 performed for the GLA, and the total amount of GLA paid to Paul Rantallo for such work (payment  
15 meaning GLA assessments, income, profit, remuneration, compensation, consideration, or other form of  
16 payment including any materials that the GLA or any GLA Director supplied to Paul Rantallo).

17  
18 **ANSWER:**

19 Paul Ranttalo: Snowplowing, asphalt repair & cracksealing, backhoe work for road repair &  
20 digging ditches for drainage, installing signs, Quonset hut purchase and installation as  
21 independent contractor. Out of monies paid, Paul has covered the costs of equipment rental,  
22 hired help and materials such as concrete for the Quonset hut, fence posts & signs.

23 2010: \$6,221.00

24 2011: \$1,360.14

25 2012: \$14,403.00

26 2013: \$675.00

27 Total: \$22,659.14

1           36.     For calendar years 2010 through 2013, describe the scope of work that Gerald Dubiel  
2 performed for the GLA, and the total amount of GLA paid to Gerald Dubiel for such work (payment  
3 meaning GLA assessments, income, profit, remuneration, compensation, consideration, or other form of  
4 payment including any materials that the GLA or any GLA Director supplied to Gerald Dubiel).

5           **ANSWER:**

6           Gerald Dubiel: snowplowing both as independent contractor and employee.

7           2010: \$0.00

8           2011: \$0.00

9           2012: \$210.00

10          2013: \$620.00

11          Total: \$830.00

12  
13  
14           37.     In calendar years 2010 through 2013 for work done by GLA Directors (Alyssa Allen,  
15 Gerald Dubiel, Rich Spallone, Paul Rantallo), identify any policy, vote, or reason(s) why the GLA did  
16 NOT get written bids from other competitors, and describe written bids the GLA Defendants did  
17 received[sic] from other competitors at that time.

18           **ANSWER:**

19           Nothing in the GLA governing documents nor Montana law requires written or verbal bids from  
20 competitors for contracts for the GLA. However, the GLA did solicit other bids for work done by  
21 Alyssa Allen or Angelis Design because and another contractor worked for a time performing similar  
22 work. The work done by Gerald Dubiel in 2013 was as an employee and other people were free to apply  
23 for the job. In 2012 when Mr. Dubiel was an independent contractor, other contractors were solicited for  
24 snow removal and other contractors have performed snow removal for the GLA. For the work done by  
25 Rich Spallone or R&B Builders other contractors were solicited for snow removal and other contractors  
26 have performed snow removal for the GLA. For the work done by Paul Ranttalo, other contractors were  
27  
28

1 solicited for repair work and other contractors have performed repair work for the GLA. Over the years,  
2 the board has regularly informed the membership about various job needs at meetings, through the  
3 newsletter and announcements. Work was awarded based on best price and the ability to do the work.  
4 Often there was only one interested party. Due to timeliness of circumstances, some work is performed  
5 by whoever can be found in a timely fashion and has the equipment and/or expertise to perform the  
6 work. Written bids were received for work on Jupiter Way and for management contracts. Numerous  
7 bids were received verbally as well.  
8

9  
10 38. Explain why or why not it is a breach of the duty and loyalty to the members or  
11 Association or else a good business practice for the GLA Defendants to NOT get written bids from  
12 other competitors for the work done by each of the following Directors in calendar years 2010 through  
13 2013: Alyssa Allen, Gerald Dubiel, Rich Spallone, Paul Rantallo.  
14

15 **ANSWER:**

16 Object to this interrogatory on the grounds that it presupposes a the directors have a “duty and  
17 loyalty to the members or Association.” The standards of conduct for directors of a nonprofit  
18 corporation are set forth in Mont. Code Ann. § 35-2-416 and do not include Plaintiffs’ alleged “duty and  
19 loyalty.” Plaintiffs do not define this duty either.  
20

21 As for whether or not it is a good practice to not get written bids, the GLA can only answer that  
22 it depends on the circumstances. Nothing in the GLA governing documents nor Montana law requires  
23 written or verbal bids from competitors for contracts for the GLA. Over the years, the board has  
24 regularly informed the membership about various job needs at meetings, through the newsletter and  
25 announcements. Work was awarded based on best price and the ability to do the work. Often there was  
26 only one interested party. Due to timeliness of circumstances, some work is performed by whoever can  
27  
28

1 be found in a timely fashion and has the equipment and/or expertise to perform the work. The board has  
2 always solicited contractors pursuant to the standards found in Mont. Code Ann. § 35-2-416.

3  
4 39. For calendar years 2011 through 2013, describe the average yearly income, profit,  
5 remuneration, compensation, consideration, or other form of payment that the GLA receives from  
6 members owning lots in each of the three Glastonbury areas described as South Glastonbury, North  
7 Glastonbury, and High South Glastonbury. (Note: High South area roads include only: Hercules Road,  
8 Polaris Road, Scorpion Way, & Sagittarius Roads.)  
9

10 **ANSWER:**

11 The GLA does not calculate assessments collected based on ownership in High South  
12 Glastonbury—which has no official definition. This type of information is not maintained or calculated  
13 by the GLA. Further, the GLA cannot determine which parcels Plaintiffs are including in the term High  
14 South Glastonbury which would be necessary to approximate this information. Further, the burden of  
15 deriving or ascertaining an approximation of this information is substantially the same for the GLA and  
16 Plaintiffs. Therefore, the GLA is providing a map of South Glastonbury and membership list, and the  
17 Plaintiffs can calculate this answer themselves based on how they are defining High South Glastonbury.  
18  
19

20 40. For calendar years 2011 through 2013, describe the total amount of member assessments spent  
21 on maintaining all GLA roads in each area (of the three Glastonbury areas described as South  
22 Glastonbury, North Glastonbury, and High South Glastonbury) for grading (labor and costs), road repair  
23 (labor & costs), snowplowing (labor & cost), weed spraying (labor and costs).  
24

25 **ANSWER:**

26 The GLA does not know amounts spent grading, road repair, snowplowing, and weed spraying  
27 by specific area such as Glastonbury North, Glastonbury South, or High South Glastonbury as Plaintiffs  
28

1 term it. Records are not kept based on specific roads or area in the community. Sometimes specific road  
2 repairs such as culvert replacements are individually tracked, but total spent per road or area is not  
3 tracked. Amounts spent vary depending on the weather and conditions. Members need access to their  
4 property, and so the GLA spends what is necessary to ensure members can access their property limited  
5 by the assessments collected in total from the entire community— not only by assessments from a  
6 particular area.  
7

8 DATED this 31<sup>st</sup> day of December, 2014.


9 BROWN LAW FIRM, P.C.

10  
11 BY 

12 Michael P. Heringer  
13 Seth M. Cunningham  
14 Attorneys for Glastonbury  
15 Landowners Association, Inc.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I attest that the foregoing answers are true and correct to the best of my knowledge.

Glastonbury Landowners Association, Inc.  
By:   
President, Glastonbury Landowners  
Association, Inc.

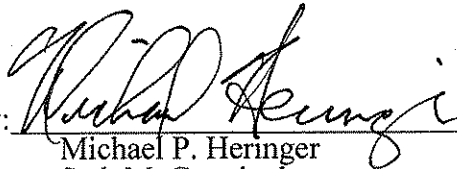
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was duly served by U.S. mail, postage prepaid, and addressed as follows this 31<sup>st</sup> day of December, 2014:

Daniel and Valery O'Connell  
PO Box 77  
Emigrant, MT 59027  
*Plaintiffs pro se*

Daniel and Valery O'Connell  
PO Box 774  
Cayucos, CA 93430  
*Plaintiffs pro se*

By:   
Michael P. Heringer  
Seth M. Cunningham

**GLA Board Member Lists**  
**November 2004 – December 2014**

**Nov. 13, 2004 – Nov 12, 2005: New Board**

James Kozlik, Ronda Alexander, Janet Naclerio, Cynthia Blocker, Edward Anderson, Alyssa Angelis Allen, Laura Boise, Edwin Johnson, Orlando Johnson, Charlotte Mizzi, Joanna Snyder, David Tonkin

**Board Changes in 2005**

2/05: Cynthia Blocker, Treasurer, submitted her resignation effective after the March meeting.  
6/05: Joanna Snyder, who had taken over the role of Treasurer, resigned from the Board.  
6/05: James Trisdale was voted to be a new board member and to take on role of Treasurer.  
7/05: Joanna Snyder returned to the Board but not willing to take on role of Treasurer again.

**Nov 12, 2005 – Nov. 11, 2006: New Board**

James Kozlik, Janet Naclerio, Ronda Alexander, Edward Anderson, Laura Boise, Ross Fitzgerald, Orlando Johnson, William Smith, Joanna Snyder, Alyssa Angelis Allen, Charlotte Mizzi and James Trisdale.

**Board Changes in 2006**

2/06: Ronda resigned from the Board, but retained her position as bookkeeper by unanimous vote of Board  
4/06: James Trisdale resigned from the Board  
7/06: James Kozlik resigned from the Board  
7/06: The Board voted for Francis Regan, Neil Kremer and Catherine Bielitz to fill the Board vacancies resulting from the resignations of Ronda Alexander, James Trisdale and James Kozlik.

**Nov. 11, 2006 – Nov 17, 2007: New Board**

Laura Boise, Timothy Brockett, Janet Naclerio, Charlene Murphy, Edward Anderson, Charlotte Mizzi, Orlando Johnson, Dan Kehoe, Jr., Neil Kremer, Francis Regan, Rich Spallone, William Smith

**Board Changes in 2007**

2/07: Francis Regan resigned from the Board.  
4/07: Timothy Brocket resigned from the Board.  
5/07: The Board voted for Alyssa Allen to fill Timothy Brocket's vacancy and she joined the Board in May 2007.  
5/07: The Board voted for Eleanor Schieffelin to fill Francis Regan's vacancy and she joined the Board in May 2007.  
8/07: Neil Kremer resigned from the Board.  
8/07: The Board voted for Francis Owen to fill Neil Kremer's vacancy and he joined the Board in August 2007 through the end of 2007.



**Nov. 17, 2007 – Nov. 8, 2008: New Board**

Laura Boise, Richard Bolen, Janet Naclerio, Charlene Murphy, Alyssa Angelis Allen, Gerald Dubiel, Dan Kehoe, Jr., Charlotte Mizzi, Randy Mosness, Paul Ranttalo, William Smith and Rich Spallone

**Board Changes in 2008**

2/08: Randy Mosness resigned from the Board.

2/08: The Board for Frances Owen to fill Randy's vacancy and she joined the Board in March 2008.

**Nov. 8, 2008 – Nov. 14, 2009: New Board**

Laura Boise, Richard Bolen, Janet Naclerio, Sheridan Stenberg, Alyssa Angelis Allen, Gerald Dubiel, Dan Kehoe, Jr., Charlotte Mizzi, Frances Owen, Paul Ranttalo, William Smith and Rich Spallone

**Nov. 14, 2009 - Nov. 13, 2010: New Board**

Laura Boise, Richard Bolen, Janet Naclerio, Sheridan Stenberg, Alyssa Angelis Allen, Gerald Dubiel, Neil Kremer, Daniel O'Connell, Clare Parker, Paul Ranttalo, William Smith and Rich Spallone

Note: On 12/14/09, Alyssa gave notice that she was resigning from the Board, but would handle Project Review until a replacement could be found and she could train him/her. A replacement was not found, so she remained on the Board.

**Nov. 13, 2010 – Nov. 12, 2011: New Board**

Laura Boise, Richard Bolen, Janet Naclerio, Sheridan Stenberg, Alyssa Angelis Allen, Gerald Dubiel, Neil Kremer, Daniel O'Connell, Clare Parker, Paul Ranttalo, William Smith, Rich Spallone

**Board Changes in 2011**

7/11: Landowners submitted a petition to the Board requesting that a Special Meeting be held for the purpose of removing Daniel O'Connell from the Board.

8/11: Neil Kremer and Clare Parker resigned from the Board. In the September Board Meeting, in accordance with legal counsel on the matter, the Board agreed that it did not need to assign replacements for Neil and Clare due to the upcoming Annual Meeting in November 2011.

8/11: At a special meeting, Landowners voted to remove Daniel O'Connell from the Board.

**Nov. 12, 2011 – Nov. 10, 2012: New Board**

Richard Bolen, Laura Boise, Sheridan Stenberg, Janet Naclerio, Alyssa Allen, Gerald Dubiel, Kenneth Haug, Sean Halling, Paul Ranttalo, William Smith, Rich Spallone, Scott McBride.

**Nov. 10, 2012 – Nov. 9, 2013: New Board**

Richard Bolen, Laura Boise, Janet Naclerio, Sheridan Stenberg, Alyssa Allen, Gerald Dubiel, Rich Spallone, Sean Halling, Kenneth Haug, Scott McBride, Paul Ranttalo, William Smith.

**Nov. 9, 2013 – Nov. 8, 2014: New Board**

Robert Branson, Robert Wallace, Alyssa Allen, Sheridan Stenberg, Laura Boise, Rich Spallone, Paul Ranttalo, Gerald Dubiel, Ross Brunson, Donna Lash-Andersen, Janet Naclerio, Scott McBride

### **Board Changes in 2014**

12/13: Janet Naclerio resigned from the Board

2/14: The Board voted for Janice McCann to fill Janet Naclerio's vacancy on the Board.

4/14: Rich Spallone resigned from the Board

4/14: Donna Lash-Andersen resigned from the Board.

4/14: The Board voted for Dan Kehoe, Jr. to fill Rich Spallone's vacancy.

5/14: The Board voted for Charlotte Mizzi to fill Donna Lash-Andersen's vacancy.

### **Nov. 8, 2014 – Nov. 14, 2015: New Board**

Robert Branson, Robert Wallace, Ross Brunson, Charlotte Mizzi, Ed Dobrowski, Janice McCann, Jim Kozlik, Catherine Bielitz-Fitzgerald, Dan Kehoe, Jr., Paul Ranttalo, Gerald Dubiel, Scott McBride

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2010

Jan - Dec 10

## Ordinary Income/Expense

## Income

## 100. Parcel Assessment Fees

101. Dwelling Prior to 2000	50.00
105. Dwelling 2003	110.90
106. Dwelling 2004	64.10
110. NG Dwelling 2008	485.96
110. SG Dwelling 2008	250.13
111. NG Dwelling 2009	2,022.39
111. SG Dwelling 2009	2,164.91
112. NG Dwelling 2010	22,136.12
112. SG Dwelling 2010	17,697.92
125. Land Prior to 2000	50.00
129. Land 2003	150.89
130. Land 2004	304.11
131. Land 2005	186.12
132. Land 2006	132.00
133. Land 2007	492.64
134. NG Land 2008	457.18
134. SG Land 2008	886.13
135. NG Land 2009	2,313.38
135. SG Land 2009	3,338.41
136. NG Land 2010	27,430.03
136. SG Land 2010	29,894.78
150. GAV	9,359.00
160. Finance Chrgs Late Acnts	833.19
161. Penalties Late Accounts	385.15

Total 100. Parcel Assessment Fees	121,195.44
-----------------------------------	------------

## 200. Project Review Fees

201. Application Fee	275.00
202. IF - House	850.00
203. IF - Structures 200/800sf	300.00
204. IF - Structures Over 800sf	350.00
205. IF - Well	75.00
206. IF - Driveway	150.00
207. IF - Septic	150.00
209. IF - Mobile Home	100.00
213. IF - Minor Variance	50.00
218. Mileage Impact Fee	335.00

Total 200. Project Review Fees	2,635.00
--------------------------------	----------

## 300. Roads

301. CUT - Road Paving Loan	1,487.10
303. Snowplowing	150.00

Total 300. Roads	1,637.10
------------------	----------

## 400. Liens

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2010

	<u>Jan - Dec 10</u>
401. Landowner Filing Fee	150.00
<b>Total 400. Liens</b>	<b>150.00</b>
500. Interest Earned	
501. Savings Interest	64.56
<b>Total 500. Interest Earned</b>	<b>64.56</b>
700. Other Income	
701. Miscellaneous	736.02
703. Website Reality Listing	15.00
708. Sale of computer	1,100.00
<b>Total 700. Other Income</b>	<b>1,851.02</b>
800. NG Chip Seal Income	
801. Chip Seal-1 payment/dwell	847.75
803. ChipSeal- 5 payments/dwell	15,326.99
804. ChipSeal-5 payments/land	2,787.42
805. ChipSeal GAV- 5 payments	3,103.00
<b>Total 800. NG Chip Seal Income</b>	<b>22,065.16</b>
<b>Total Income</b>	<b>149,598.28</b>
<b>Expense</b>	
A00. Roads & Weeds	
A02. Contractors - Snow Removal	
A02A. North Glastonbury	4,622.25
A02B. South Glastonbury	1,652.50
A02C. High South Glastonbury	4,731.00
A02G. Dry Creek	352.50
<b>Total A02. Contractors - Snow Removal</b>	<b>11,358.25</b>
A03. Contractors - Weed Contrl	2,126.00
A05. Equipment Reg & Ins	2,939.50
A06. Equipment Mtce	
A06. Truck #2	440.00
<b>Total A06. Equipment Mtce</b>	<b>440.00</b>
A08. Road Improvement Loan	30,225.28
A09. Administration	44.01
A11. Miscellaneous	
A11A. Fuel	614.58
A11E. Quonset Hut Asset Expense	5,400.00
A11. Miscellaneous - Other	600.00
<b>Total A11. Miscellaneous</b>	<b>6,614.58</b>
A12. Contractors - NG Road Wrk	
A12A. Aquarius Lane	500.00
A12B. Aries Drive	924.00
A12C. Capricorn Drive	2,409.00
A12F. Gemini Road	1,479.00
A12H-1. Orion Way Flood	950.00
A12H. Orion Way	300.00
A12I. Pisces Way	200.00

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2010

Jan - Dec 10

A12J. Sirius Drive	930.00
A12K. Taurus Road	1,429.00
A12L. Venus Way	1,209.00
A12Y. ChSeal Investors payments	
Chip Seal Investor#1	4,033.54
Chip Seal Investor#2	4,619.50
Chip Seal Investor#3	1,154.87
Chip Seal Investor#4	10,000.00
Total A12Y. ChSeal Investors payments	19,807.91
A12. Contractors - NG Road Wrk - Other	4,435.00
Total A12. Contractors - NG Road Wrk	34,572.91
A13. Contractors - SG Road Wrk	
A13B. Arcturus Drive	5,670.00
A13D. Leo Drive	1,100.00
A13E. Leo Lane	510.00
A13G. Hercules Road	5,375.00
A13J. Sagittarius Skyway	950.00
A13. Contractors - SG Road Wrk - Other	5,665.00
Total A13. Contractors - SG Road Wrk	19,270.00
A14. Roads/Common Land Ins	5,472.14
A15. Contingency Fund	324.00
A00. Roads & Weeds - Other	-324.00
Total A00. Roads & Weeds	113,062.67
B00. Project Review	
B01. Contractors	412.50
B03 Sanitation Bond Refunds	1,577.50
Total B00. Project Review	1,990.00
C00-2 Gen Op/Subcontractors	
C00-2.01 Gen. Managerial Duties	635.00
C00-2.02 Virtual Message/phone	179.45
C00-2.03 Office Equipment	1,099.00
Total C00-2 Gen Op/Subcontractors	1,913.45
C00. Community/Complaints	
C03. Administration	211.00
C04. Legal Fees	267.50
Total C00. Community/Complaints	478.50
D00. Recreation	
D03. Parkland/Recreation	
D03A. Parkland Electricity	504.08
D03G. Gen. Maint. & Repairs	85.32
Total D03. Parkland/Recreation	589.40
D06. Miscellaneous	75.00
Total D00. Recreation	664.40
F00. Website	
F01. Contractors - Dev & Mtce	150.00

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2010

Jan - Dec 10

F02. URL/Domain Fee	371.45
Total F00. Website	521.45
G00. Liens	
G01. Lien Filing	69.75
G03. Administration	457.50
Total G00. Liens	527.25
J00. Other Projects	
J03. Policies & Procedures	1,917.75
Total J00. Other Projects	1,917.75
K00. General Operating Expenses	
K01. Contractors - Admin Sec	1,499.50
K02. Contractors - Bookkeeper	3,090.00
K03. Contractors - Accountant	125.00
K06. Office Supplies	1,089.17
K07. Postage and Delivery	752.63
K08. Monthly Board Meetings	3,499.75
K11. Rent	
K11B. Storage/Boxes	345.00
K11. Rent - Other	396.00
Total K11. Rent	741.00
K12. Insurance	
K12A. GLA Board Liability Ins	1,341.00
Total K12. Insurance	1,341.00
K13. Taxes	354.85
K14. Licenses and Permits	30.00
K15. Equipment Repair & Mtce	234.95
K17. Equipment Purchases	359.85
K18. Miscellaneous	42.80
K19. Quarterly Newsletter	1,188.98
Total K00. General Operating Expenses	14,349.48
L00. Other Expenses	
L01. Miscellaneous	300.00
Total L00. Other Expenses	300.00
M00. Annual Meeting/Elections	
M01. Contractors	120.00
M03. Administration	412.50
M04. Postage and Delivery	440.59
M05. Refreshments	212.00
M06. Rent	75.00
M07. Miscellaneous	175.85
M08. Copies	219.96
Total M00. Annual Meeting/Elections	1,655.90
Total Expense	137,380.85
Net Ordinary Income	12,217.43
Net Income	12,217.43

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2011

Jan - Dec 11

## Ordinary Income/Expense

## Income

## 100. Parcel Assessment Fees

101. Dwelling Prior to 2000	195.00
102. Dwelling 2000	240.00
103. Dwelling 2001	240.00
104. Dwelling 2002	180.00
105. Dwelling 2003	120.00
106. Dwelling 2004	175.90
107. Dwelling 2005	264.00
108. Dwelling 2006	154.10
109. Dwelling 2007	290.00
110. NG Dwelling 2008	159.00
110. SG Dwelling 2008	166.00
111. NG Dwelling 2009	425.66
111. SG Dwelling 2009	662.48
112. NG Dwelling 2010	3,255.39
112. SG Dwelling 2010	2,676.71
113. NG Dwelling 2011	22,986.21
113. SG Dwelling 2011	17,758.34
125. Land Prior to 2000	195.00
126. Land 2000	240.00
127. Land 2001	240.00
128. Land 2002	180.00
129. Land 2003	120.00
130. Land 2004	175.89
131. Land 2005	341.88
132. Land 2006	418.11
133. Land 2007	670.63
134. NG Land 2008	317.00
134. SG Land 2008	802.00
135. NG Land 2009	773.66
135. SG Land 2009	1,402.96
136. NG Land 2010	3,500.88
136. SG Land 2010	4,581.02
137. NG Land 2011	29,479.80
137. SG Land 2011	30,853.70
150. GAV	9,359.00
160. Finance Chrgs Late Acnts	2,178.75
161. Penalties Late Accounts	690.09
100. Parcel Assessment Fees - Other	60.00

## Total 100. Parcel Assessment Fees

136,529.16

## 200. Project Review Fees

201. Application Fee	225.00
202. IF - House	1,300.00

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2011

Jan - Dec 11

203. IF - Structures 200/800sf	350.00
204. IF - Structures Over 800sf	200.00
205. IF - Well	75.00
206. IF - Driveway	225.00
207. IF - Septic	150.00
209. IF - Mobile Home	150.00
213. IF - Minor Variance	50.00
214. IF - Major Variance	300.00
218. Mileage Impact Fee	950.00
<b>Total 200. Project Review Fees</b>	<b>3,975.00</b>
<b>300. Roads</b>	
301. CUT - Road Paving Loan	1,306.89
303. Snowplowing	30.00
<b>Total 300. Roads</b>	<b>1,336.89</b>
<b>400. Liens</b>	
401. Landowner Filing Fee	325.00
<b>Total 400. Liens</b>	<b>325.00</b>
<b>500. Interest Earned</b>	
501. Savings Interest	76.03
<b>Total 500. Interest Earned</b>	<b>76.03</b>
<b>700. Other Income</b>	
701. Miscellaneous	350.00
<b>Total 700. Other Income</b>	<b>350.00</b>
<b>800. NG Chip Seal Income</b>	
803. ChipSeal- 5 payments/dwel	17,617.04
804. ChipSeal-5 payments/land	3,197.58
805. ChipSeal GAV- 5 payments	3,103.00
<b>Total 800. NG Chip Seal Income</b>	<b>23,917.62</b>
<b>Total Income</b>	<b>166,509.70</b>
<b>Expense</b>	
<b>A00. Roads &amp; Weeds</b>	
<b>A02. Contractors - Snow Removal</b>	
A02A. North Glastonbury	829.47
A02B. South Glastonbury	1,314.35
A02C. High South Glastonbury	9,661.50
A02G. Dry Creek	901.25
<b>Total A02. Contractors - Snow Removal</b>	<b>12,706.57</b>
<b>A03. Contractors - Weed Contrl</b>	1,849.50
<b>A05. Equipment Reg &amp; Ins</b>	2,360.00
<b>A06. Equipment Mtce</b>	
A06. Truck #1	578.08
A06. Truck #2	785.97
<b>Total A06. Equipment Mtce</b>	<b>1,364.05</b>
<b>A08. Road Improvement Loan</b>	30,225.28
<b>A09. Administration</b>	540.00



## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2011

Jan - Dec 11

A11. Miscellaneous	
A11A. Fuel	363.00
A11B. Sand	125.00
A11C. Sign Posts	4,335.79
A11E. Quonset Hut Asset Expense	341.14
A11. Miscellaneous - Other	70.00
Total A11. Miscellaneous	<u>5,234.93</u>
A12. Contractors - NG Road Wrk	
A12B. Aries Drive	1,003.00
A12C. Capricorn Drive	1,490.00
A12F. Gemini Road	820.00
A12I. Pisces Way	535.00
A12J. Sirius Drive	1,662.00
A12K. Taurus Road	1,129.00
A12L. Venus Way	535.00
A12W. Mowing North Glastonbury	400.00
A12Y. ChSeal Investors payments	
Chip Seal Investor#1	0.00
Chip Seal Investor#2	4,619.50
Chip Seal Investor#3	1,154.87
A12Y. ChSeal Investors payments - Other	4,033.53
Total A12Y. ChSeal Investors payments	<u>9,807.90</u>
Total A12. Contractors - NG Road Wrk	<u>17,381.90</u>
A13. Contractors - SG Road Wrk	
A13B. Arcturus Drive	3,392.50
A13D. Leo Drive	2,435.00
A13E. Leo Lane	270.00
A13G. Hercules Road	2,520.00
A13W. Mowing South Glastonbury	325.00
Total A13. Contractors - SG Road Wrk	<u>8,942.50</u>
A14. Roads/Common Land Ins	5,406.28
A16. Employee Expenses	
A16.A MontananState Fund	390.34
Total A16. Employee Expenses	<u>390.34</u>
Total A00. Roads & Weeds	<u>86,401.35</u>
B00. Project Review	
B01. Contractors	3,100.00
B03 Sanitation Bond Refunds	1,150.00
B05. Legal Fees	2,881.75
Total B00. Project Review	<u>7,131.75</u>
C00-1 Legal Fees Contingency Fu	
C00-1 A General Legal /Services	1,214.50
C00-1 B O'Connell Lawsuit	7,950.80
Total C00-1 Legal Fees Contingency Fu	<u>9,165.30</u>
C00-2 Gen Op/Subcontractors	

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2011

Jan - Dec 11

C00-2.01 Gen. Managerial Duties	380.00
C00-2.02 Virtual Message/phone	149.50
C00-2.03 Office Equipment	480.38
C00-2 Gen Op/Subcontractors - Other	1,375.00
<b>Total C00-2 Gen Op/Subcontractors</b>	<b>2,384.88</b>
<b>C00. Community/Complaints</b>	
C01. Contractors	352.50
C03. Administration	270.00
C04. Legal Fees	2,128.25
C05. Miscellaneous/copies	28.08
<b>Total C00. Community/Complaints</b>	<b>2,778.83</b>
<b>D00. Recreation</b>	
<b>D03. Parkland/Recreation</b>	
D03A. Parkland Electricity	564.57
D03D. Lawn Mower Maint.	200.00
D03G. Gen. Maint. & Repairs	140.00
<b>Total D03. Parkland/Recreation</b>	<b>904.57</b>
<b>Total D00. Recreation</b>	<b>904.57</b>
<b>F00. Website</b>	
F02. URL/Domain Fee	256.12
<b>Total F00. Website</b>	<b>256.12</b>
<b>G00. Liens</b>	
G01. Lien Filing	116.94
G03. Administration	405.00
G04. Credit Report Research	1.50
<b>Total G00. Liens</b>	<b>523.44</b>
<b>J00. Other Projects</b>	
J03.Policies & Procedures	110.00
<b>Total J00. Other Projects</b>	<b>110.00</b>
<b>K00. General Operating Expenses</b>	
K01. Contractors - Admin Sec	2,777.50
K02. Contractors - Bookkeeper	3,746.25
K06. Office Supplies	783.63
K07. Postage and Delivery	825.14
K08. Monthly Board Meetings	2,385.69
<b>K11. Rent</b>	
K11B. Storage/Boxes	275.00
K11. Rent - Other	461.00
<b>Total K11. Rent</b>	<b>736.00</b>
<b>K12. Insurance</b>	
K12A. GLA Board Liability Ins	1,341.00
<b>Total K12. Insurance</b>	<b>1,341.00</b>
K13. Taxes	344.49
K14. Licenses and Permits	15.00
K18. Miscellaneous	197.75

**Glastonbury Landowner's Association**  
**Receipts and Expenditures**  
January through December 2011

	Jan - Dec 11
K19. Quarterly Newsletter	510.00
Total K00. General Operating Expenses	13,662.45
L00. Other Expenses	
L01. Miscellaneous	300.00
Total L00. Other Expenses	300.00
M00. Annual Meeting/Elections	
M01. Contractors	360.00
M03. Administration	1,561.25
M04. Postage and Delivery	432.42
M05. Refreshments	172.26
M06. Rent	75.00
M07. Miscellaneous	101.96
M08. Copies	281.55
Total M00. Annual Meeting/Elections	2,984.44
Total Expense	126,603.13
Net Ordinary Income	39,906.57
Net Income	39,906.57

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2012

Jan - Dec 12

## Ordinary Income/Expense

## Income

## 100. Parcel Assessment Fees

101. Dwelling Prior to 2000	310.00
102. Dwelling 2000	140.00
103. Dwelling 2001	120.00
104. Dwelling 2002	180.00
105. Dwelling 2003	240.00
106. Dwelling 2004	240.00
107. Dwelling 2005	132.00
108. Dwelling 2006	241.90
109. Dwelling 2007	407.81
110. NG Dwelling 2008	255.26
110. SG Dwelling 2008	318.00
111. NG Dwelling 2009	348.00
111. SG Dwelling 2009	392.10
112. NG Dwelling 2010	1,028.56
112. SG Dwelling 2010	537.37
113. NG Dwelling 2011	3,089.44
113. SG Dwelling 2011	2,325.26
114. NG Dwelling 2012	23,874.00
114. SG Dwelling 2012	18,402.41
125. Land Prior to 2000	310.00
126. Land 2000	140.00
127. Land 2001	120.00
128. Land 2002	180.00
129. Land 2003	240.00
130. Land 2004	240.00
131. Land 2005	132.00
132. Land 2006	241.89
133. Land 2007	407.81
134. NG Land 2008	255.27
134. SG Land 2008	477.00
135. NG Land 2009	348.00
135. SG Land 2009	685.53
136. NG Land 2010	854.42
136. SG Land 2010	952.20
137. NG Land 2011	3,072.77
137. SG Land 2011	3,691.90
138. NG Land 2012	29,985.97
138. SG Land 2012	31,692.67
150. GAV	9,359.00
160. Finance Chrgs Late Accnts	4,141.72
161. Penalties Late Accounts	947.03
180. Bad Debt	-1,567.56
100. Parcel Assessment Fees - Other	80.00

<b>Total 100. Parcel Assessment Fees</b>	<b>139,569.73</b>
--	-------------------

## 200. Project Review Fees

201. Application Fee	250.00
202. IF - House	1,400.00
203. IF - Structures 200/800sf	250.00
204. IF - Structures Over 800sf	500.00

**Glastonbury Landowner's Association**  
**Receipts and Expenditures**  
 January through December 2012

	<u>Jan - Dec 12</u>
205. IF - Well	75.00
206. IF - Driveway	150.00
207. IF - Septic	225.00
209. IF - Mobile Home	150.00
213. IF - Minor Variance	50.00
218. Mileage Impact Fee	410.00
<b>Total 200. Project Review Fees</b>	<u>3,460.00</u>
<b>300. Roads</b>	
301. CUT - Road Paving Loan	1,109.86
<b>Total 300. Roads</b>	<u>1,109.86</u>
<b>400. Liens</b>	
401. Landowner Filing Fee	734.82
<b>Total 400. Liens</b>	<u>734.82</u>
<b>500. Interest Earned</b>	
501. Savings Interest	151.63
<b>Total 500. Interest Earned</b>	<u>151.63</u>
<b>700. Other Income</b>	
701. Miscellaneous	329.80
<b>Total 700. Other Income</b>	<u>329.80</u>
<b>800. NG Chip Seal Income</b>	
803. ChipSeal- 5 payments/dwel	19,057.44
804. ChipSeal-5 payments/land	2,470.00
805. ChipSeal GAV- 5 payments	3,103.00
<b>Total 800. NG Chip Seal Income</b>	<u>24,630.44</u>
<b>Total Income</b>	169,986.28
<b>Expense</b>	
<b>A00. Roads &amp; Weeds</b>	
<b>A02. Contractors - Snow Removal</b>	
A02A. North Glastonbury	1,417.79
A02B. South Glastonbury	270.88
A02C. High South Glastonbury	2,353.75
<b>Total A02. Contractors - Snow Removal</b>	<u>4,042.42</u>
A03. Contractors - Weed Contrl	2,568.20
A05. Equipment Reg & Ins	1,313.00
<b>A06. Equipment Mtce</b>	
A06. Truck #1	1,137.27
<b>Total A06. Equipment Mtce</b>	<u>1,137.27</u>
A08. Road Improvement Loan	30,225.28
<b>A11. Miscellaneous</b>	
A11A. Fuel	463.18
A11B. Sand	150.00
A11C. Sign Posts	315.08
<b>Total A11. Miscellaneous</b>	<u>928.26</u>
<b>A12. Contractors - NG Road Wrk</b>	
A12B. Aries Drive	672.50
A12C. Capricorn Drive	707.50
A12F. Gemini Road	677.17
A12G. Jupiter Way	5,050.00

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2012

	<u>Jan - Dec 12</u>
A12H. Orion Way	369.16
A12I. Pisces Way	879.33
A12J. Sirius Drive	747.50
A12K. Taurus Road	980.51
A12L. Venus Way	571.33
A12R. NG Crack Sealing	14,000.00
A12Y. ChSeal Investors payments	
Chip Seal Investor#2	4,619.50
Chip Seal Investor#3	1,154.87
Chip Seal Investor#5	6,945.75
Total A12Y. ChSeal Investors payments	<u>12,720.12</u>
Total A12. Contractors - NG Road Wrk	37,375.12
A13. Contractors - SG Road Wrk	
A13B. Arcturus Drive	3,602.50
A13E. Leo Lane	1,107.50
A13G. Hercules Road	3,606.66
A13J. Sagittarius Skyway	1,106.67
A13K. Scorpio Way	336.67
Total A13. Contractors - SG Road Wrk	<u>9,760.00</u>
A14. Roads/Common Land Ins	5,375.16
A16. Employee Expenses	
A16.A MontananState Fund	394.36
A16.B I.R.S.	143.60
A16C. Department of Revenue MT	2.00
Total A16. Employee Expenses	<u>539.96</u>
Total A00. Roads & Weeds	93,264.67
B00. Project Review	
B01. Contractors	405.00
Total B00. Project Review	<u>405.00</u>
C00-1 Legal Fees Contingency Fu	
C00-1 A General Legal /Services	1,402.50
C00-1 B O'Connell Lawsuit	24,198.70
Total C00-1 Legal Fees Contingency Fu	<u>25,601.20</u>
C00-2 Gen Op/Subcontractors	
C00-2.01 Gen. Managerial Duties	6,835.00
C00-2.02 Virtual Message/phone	179.40
Total C00-2 Gen Op/Subcontractors	<u>7,014.40</u>
C00. Community/Complaints	
C01. Contractors	75.00
Total C00. Community/Complaints	<u>75.00</u>
D00. Recreation	
D03. Parkland/Recreation	
D03A. Parkland Electricity	651.09
Total D03. Parkland/Recreation	<u>651.09</u>
D06. Miscellaneous	85.00
Total D00. Recreation	<u>736.09</u>
F00. Website	
F03. Software	85.40

## Glastonbury Landowner's Association

## Receipts and Expenditures

January through December 2012

	<u>Jan - Dec 12</u>
F04. Miscellaneous	25.06
F00. Website - Other	80.00
<b>Total F00. Website</b>	<u>190.46</u>
<b>G00. Liens</b>	
G01. Lien Filing	336.76
G03. Administration	375.00
G04. Credit Report Research	60.00
<b>Total G00. Liens</b>	<u>771.76</u>
<b>J00. Other Projects</b>	
J03. Policies & Procedures	4,368.50
<b>Total J00. Other Projects</b>	<u>4,368.50</u>
<b>K00. General Operating Expenses</b>	
K01. Contractors - Admin Sec	285.00
K02. Contractors - Bookkeeper	2,227.50
K03. Contractors - Accountant	130.17
K06. Office Supplies	1,308.03
K07. Postage and Delivery	1,121.43
K08. Monthly Board Meetings	2,270.00
K09. Bank Service Charges	31.00
K11. Rent	
K11B. Storage/Boxes	125.00
K11. Rent - Other	375.00
<b>Total K11. Rent</b>	<u>500.00</u>
K12. Insurance	
K12A. GLA Board Liability Ins	1,341.00
<b>Total K12. Insurance</b>	<u>1,341.00</u>
K13. Taxes	336.60
K14. Licenses and Permits	15.00
K17. Equipment Purchases	243.50
K18. Miscellaneous	99.00
K19. Quarterly Newsletter	425.00
K30. Management Expense	13,232.70
K31. Late Fee Collection	136.55
<b>Total K00. General Operating Expenses</b>	<u>23,702.48</u>
<b>M00. Annual Meeting/Elections</b>	
M04. Postage and Delivery	370.85
M05. Refreshments	205.34
M07. Miscellaneous	15.20
M08. Copies	714.85
M00. Annual Meeting/Elections - Other	75.00
<b>Total M00. Annual Meeting/Elections</b>	<u>1,381.24</u>
<b>Total Expense</b>	<u>157,510.80</u>
<b>Net Ordinary Income</b>	<u>12,475.48</u>
<b>Net Income</b>	<u><u>12,475.48</u></u>

**GLASTONBURY LANDOWNER'S ASSOCIATION**

**FINANCIAL STATEMENTS**

December 31, 2013

(See Accountant's Compilation Report)





ROBERT N. STOREY, CPA, CVA  
JULIE INDRELAND, EA

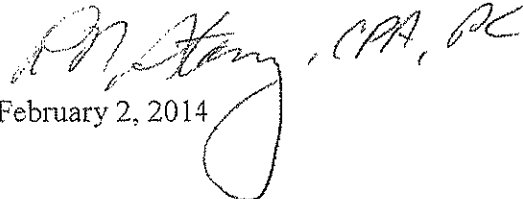
P.O. Box 1960  
Livingston, MT 59047  
Office (406) 222-0282  
Fax (406) 222-4800  
LeChuz@bresnan.net  
Julie.Indreland@yahoo.com

To the Board of Directors  
Glastonbury Landowner's Association  
Emigrant, Montana

We have compiled the accompanying statement of assets, liabilities and equity – cash basis of **Glastonbury Landowner's Association** as of December 31, 2013, and the related statement of revenues and expenses – cash basis, for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States and for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements. Management has elected omit footnote disclosures and the statement of cash flows.

  
February 2, 2014

Glastonbury Landowner's Association  
Statement of Financial Position - Accrual Basis  
As of December 31, 2013  
(See Accountant's Compilation Report)

**ASSETS**

**Current assets**

Checking Accounts & Petty Cash	\$	31,253
Savings:		
Construction Bond Reserve	\$	11,277
Emergency Loan Reserve		7,500
General Operations Reserve		7,285
Chip Seal Reserve		5,022
Road Reserve - NG & SG		32,270
Unrestricted Cash in Savings		29,430
Savings Total		92,784
Accounts Receivable		196,574
Total Current Assets		320,611

<b>Total Assets</b>	<b>\$</b>	<b>320,611</b>
---------------------	-----------	----------------

**Liabilities and Fund Balances**

**Current liabilities**

Construction Bonds Owed	\$	11,277
Accrued Interest Expense		695
Current Portion of Long-Term Debt		23,200
Total Current Liabilities		35,172
Long-Term Debt: Bank of the Rockies (net of current portion)		50,184
Total liabilities		85,356

**Fund Balances**

Emergency Loan Fund	\$	7,500
General Operations Fund		7,285
NG Chip Seal Fund		5,022
Road Fund NG & SG		32,270
Unrestricted Equity (Deficit)		183,178
Total Funds		235,255

<b>Total liabilities and fund balances</b>	<b>\$</b>	<b>320,611</b>
--	-----------	----------------

Glastonbury Landowner's Association  
Statement of Activities - Accrual Basis  
For the Year Ended December 31, 2013  
(See Accountant's Compilation Report)

	Admin	NG	SG	2013 Total	2013 Full Year Budget
<b>Revenues</b>					
Parcel Assessment Fees	\$ -	\$ 63,221	\$ 62,839	\$ 126,060	\$ 111,482
Project Review Fees	1,940	-	-	1,940	-
Finance Charges & Late Fees	-	12,237	8,288	20,524	-
Golden Age Village	-	9,359	-	9,359	9,359
Interest Income	72	-	-	72	78
Discounts Given	-	-	(382)	(382)	-
<b>Total revenues</b>	<b>2,012</b>	<b>84,817</b>	<b>70,745</b>	<b>157,573</b>	<b>120,919</b>
<b>Snow Removal Costs</b>					
Contracted Snow Removal	-	1,152	900	2,052	8,500
Employee Wages & Costs - Snow Removal	-	903	726	1,629	317
Truck Fuel	-	264	265	529	600
Truck Maintenance	-	3,102	3,102	6,204	1,500
Truck Insurance & Registrations	-	539	540	1,079	2,360
<b>Total Snow Removal</b>	<b>-</b>	<b>5,960</b>	<b>5,533</b>	<b>11,493</b>	<b>13,277</b>
<b>Road Costs</b>					
Aries Drive	-	750	-	750	below
Capricorn Drive	-	2,420	-	2,420	y
Gemini Road	-	3,052	-	3,052	y
Sirius Drive	-	5,118	-	5,118	y
Taurus Road	-	2,028	-	2,028	y
Arcturus Drive	-	-	6,665	6,665	y
Leo Drive	-	-	1,019	1,019	y
Leo Lane	-	-	305	305	y
Hercules Road	-	-	5,514	5,514	y
Sagittarius Skyway	-	-	395	395	y
Scorpio Way	-	-	755	755	y
Virgo Way	-	-	928	928	y
Other Road Costs	-	2,804	1,004	3,808	y
Quonset Hut Expenses	-	188	188	376	28,655
Liability Insurance - Roads	-	2,688	2,687	5,375	5,500
Mowing	-	970	600	1,570	725
Weed Control	-	1,247	1,247	2,494	2,000
<b>Total Road Costs</b>	<b>-</b>	<b>21,265</b>	<b>21,307</b>	<b>42,572</b>	<b>36,880</b>
<b>Litigation</b>					
Legal Fees - O'Connell	4,330	-	-	4,330	1,000
<b>Total Litigation</b>	<b>4,330</b>	<b>-</b>	<b>-</b>	<b>4,330</b>	<b>1,000</b>
<b>Community Complaints</b>					
Contractors & Administration Costs	725	-	-	725	2,000
<b>Administrative Costs</b>					
Administrative Services Contractor	695	-	-	695	355
Annual Meeting Costs	1,390	-	-	1,390	800
Bad Debts	-	4,143	-	4,143	-
Insurance - Board Liability	1,341	-	-	1,341	1,342
Interest Expense to Bank of the Rockies	7,362	-	-	7,362	8,900
Legal Fees - General Advice	1,700	-	-	1,700	-
Management	20,724	-	-	20,724	22,686
Management - Collection of Late Fees	1,421	-	-	1,421	above
Monthly Board Meeting Cost	120	-	-	120	-
Newsletter	280	-	-	280	720
Office Supplies & Other Office Costs	1,620	-	-	1,620	1,267
Parkland Electricity/Maintenance/Taxes	1,029	-	-	1,029	1,750
Postage	1,196	-	-	1,196	900
Procedures and Operations Policies	1,196	-	-	1,196	2,540
Rent - Meeting Room & Other	470	-	-	470	555
Website Costs	655	-	-	655	644
<b>Total Administrative Costs</b>	<b>41,199</b>	<b>4,143</b>	<b>-</b>	<b>45,342</b>	<b>32,359</b>
<b>Total expenses - all categories</b>	<b>46,254</b>	<b>31,368</b>	<b>26,840</b>	<b>104,462</b>	<b>95,616</b>
<b>Excess Revenues Over Expenses</b>	<b>\$ (44,242)</b>	<b>\$ 53,449</b>	<b>\$ 43,905</b>	<b>\$ 53,111</b>	<b>\$ 25,303</b>

\* The original budget amount for Interest Expense to Bank of the Rockies included the principal for presentation here, only the interest amount is reflected

**Glastonbury Landowner's Association**  
**STATEMENT OF CASH FLOWS - GENERAL & CHIP SEAL FUNDS ONLY**

For the Year Ended December 31, 2013  
(See Accountant's Compilation Report)

**CASH FLOWS FROM FUND ACTIVITIES**

Fund Balance - Beginning of Year

Collection of 2013 Assessments  
Collection of Golden Age Village 2013 Assessment  
Collection of Prior Year Assessments  
Collection of Finance Charges  
Collection of Impact and Other Fees  
Interest Earned  
Payment of Snow Removal Costs  
Payment of Road Costs  
Payment of Litigation Costs  
Payment of Community Complaint Costs  
Payment of Administrative Costs (not including interest expense)  
Payment for 2 Sumps

**CASH FLOWS PROVIDED BY FUND ACTIVITIES**

**CASH FLOWS FROM INVESTING ACTIVITIES**

Equipment acquisitions

**CASH FLOWS USED IN INVESTING ACTIVITIES**

**CASH FLOWS FROM FINANCING ACTIVITIES**

Payment on Bank of the Rockies Loan  
Payoff of Chip Seal Investors

**CASH FLOWS PROVIDED BY FINANCING ACTIVITIES**

**NET INCREASE (DECREASE) IN FUND**

**Fund Balances - End of Year**

General Fund	Chip Seal Fund
\$ 46,732	\$ (4,721)
106,203	-
9,359	-
11,372	26,292
7,348	-
1,890	-
72	-
(11,493)	-
(42,572)	-
(6,030)	-
(725)	-
(32,137)	-
-	(5,000)
<b>43,287</b>	<b>21,292</b>
none	none
-	-
(29,336)	-
-	(11,549)
<b>(29,336)</b>	<b>(11,549)</b>
<b>\$ 13,951</b>	<b>\$ 9,743</b>
<b>\$ 60,683</b>	<b>\$ 5,022</b>
*	
General Fund	Chip Seal Fund

\* General Fund balance consists of Checking Account cash of \$31,253 and Unrestricted Cash in Savings of \$29,430 for a Total of \$60,683

2:01 PM  
11/07/14

**Glastonbury Landowners Association**  
**Membership List**  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Aija-Mara Accatino (NG 36C)	PO Box 1673	Emigrant, MT 59027	
Lendelle G. Adams (NG 28 A)	c/o JoAnne Schwartz	5221 Old Mountain Lane	Powder Springs GA 30127-4341
Ansara Ali (NG 48-3)	2311 NW 60th Terrace	Sunrise, FL 33313	
Richard & Alyssa Allen (SG 74)	P.O. Box 333	Emigrant, MT 59027	
Tina Amereihn (NG 54-A)	44020 Florence Terrace	Ashburn, VA 20147	
Svend Andersen (NG 8)	PO Box 1142	Emigrant, MT 59027-1142	
Carl Anderson (SG 69)	PO Box 80	Emigrant, MT 59027	
Edward J. Anderson (NG 32-A)	PO Box 1603	Emigrant, MT 59027-1603	
Steven J Anderson (SG 30-C)	69560 Hwy 12	Dassel, MN 55325	
Stewart Anderson (SG 34-D)	PO Box 1125	Emigrant, MT 59027-1125	
Stewart Anderson (SG 34-E)	PO Box 1125	Emigrant, MT 59027	
Stephen Andraee (SG 68)	701 S. Bridge Street	Charlevoix, MI 49720	
Napoleon & Teresa Angeles (NG 28 B)	37308 19th Place South	Federal Way WA 98003-7575	
Jeremy R. Backer (SG 53-D)	PO Box 485	Emigrant, MT 59027-0485	
Charles & Miriam Barker (SG 42C)	PO Box 155	Emigrant, MT 59027	
Cami and Ben Barnard (NG 37-D)	PO Box 814	Livingston, MT 59047	
Lisa Barrett/Samuel Gordon (SG 95 B)	56 Miller Dr.	Livingston, MT 59047	
Thomas Barry (NG 2-E)	PO Box 20	Emigrant, MT 59027	
Ann Bartholomew (NG 50-AB)	PO Box 228	Emigrant, MT 59027	
Eric Bashore (NG 43-3)	P. O. Box 80242	Billings, MT 59108	
Carla Baughman (NG 10-A)	PO Box 951	Emigrant, MT 59027	
Constance Beakley-Casburn (SG 101)	1580 Hider Lane	Laurel Springs, NJ 08021	
Joseph E. Bezotsky, Jr. (NG 11-D)	373 Lyceum Ave.	Philadelphia, PA 19128	
Deborah D. Blais Trust (SG 40-C)	P.O. Box 568	Emigrant, MT 59027	
William & Patricia Blanton (SG 54-A)	PO Box 931	Emigrant, MT 59027-0931	
William & Patricia Blanton (SG 54-C)	PO Box 931	Emigrant, MT 59027-0931	
William & Patricia Blanton (SG 55)	PO Box 931	Emigrant, MT 59027-0931	
Jorn T. Eisvang BO-(SG 63)	P. O. Box 1681	Emigrant, MT 59027	
Steve Kovacs (NG 57-A - BO)	PO Box 395	Emigrant, MT 59027	
Carmen Bocanegra (NG 26-B-2)	1590 SW 187 Terrace	Pembroke Pines, FL 33029-8063	
Marcie M. Bodeaux (NG 45)	5255 Miles Ave.	Oakland, CA 94618-1044	
Bernadette Boderek (NG 49-A)	8415 No. Meridian St.	Indianapolis, IN 46260	

2:01 PM  
11/07/14

**Glastonbury Landowners Association**  
**Membership List**  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Robert Bohnaker (NG 11-C)	PO Box 1035	Emigrant, MT 59027-1035	
Abram Boise (SG 29)	PO Box 453	Emigrant, MT 59027	
Steven & Laura Boise (SG 31-B)	PO Box 453	Emigrant, MT 59027-0453	
Richard & Ellen Bolen (SG 37-1-E3)	P. O. Box 1608	Emigrant, MT 59027	
Joel Edward Bonner III Trust			
Anne Bowden (SG 43-A)	c/o Alyssa Angeles	PO Box 333	Emigrant, MT 59027
Dave & Heide Boyden (SG 59)	1945 Meiners Rd.	Ojai, CA 93023	
Robert Branson (SG 84)	PO Box 383	Bozeman, MT 59771-0383	
John and Pat Brettschneider (SG 80)	PO Box 447	Emigrant, MT 59027	
Dennis Briggs (NG 22-C)	PO Box 397	Emigrant, MT 59027	
Timothy Brockett (SG 88-A)	PO Box 1711	Emigrant, MT 59027	
Thomas & Alexa Brodhead (SG 37 1-E2)	PO Box 1595	Livingston, MT 59047	
Michael & Kaye Brown (SG 77)	26350 Woodmont Dr. South	Des Moines, WA 98198	
Ray & Ruth Brown (NG 1-D)	1419 Red Mountain Dr. #73	Longmont, CO 80504-8765	
Newman & Janice Brozovsky (NG 36-D)	PO Box 1034	Emigrant, MT 59027	
Ross & Monique Brunson (NG 10 E)	PO Box 1645	Emigrant, MT 59027	
Lisa Buford (NG 40-1)	PO Box 531	Emigrant, MT 59027-0531	
William Buford (NG 12)	PO Box 422	Emigrant, MT 59027-0531	
Isham Buice, III (SG 85)	PO Box 813466	Smyrna, GA 30081	
Steven Burckley (SG 76)	PO Box 723	Billings, MT 59103	
Robert Burke (NG 67)	461 Jude Lane	Southington, CT 06489-2228	
Robert Burke (NG 68)	461 Jude Lane	Southington, CT 06489-2228	
Robert Burke (NG 69)	461 Jude Lane	Southington, CT 06489-2228	
Robert Burke (NG 70)	461 Jude Lane	Southington, CT 06489-2228	
Church Universal and Triumphant [GAV]	Attn: Business Office	63 Summit Way	Gardiner, MT 59030-9314
Church Universal and Triumphant (NG 60)	Attn: Business Office	63 Summit Way	Gardiner, MT 59030-9314
Church Universal and Triumphant (NG 63)	Attn: Business Office	63 Summit Way	Gardiner, MT 59030-9314
Church Universal and Triumphant (SG 25-B)	Attn: Business Office	63 Summit Way	Gardiner, MT 59030-9314
Church Universal and Triumphant (SG 25-C)	Attn: Business Office	63 Summit Way	Gardiner, MT 59030-9314
Church Universal and Triumphant (SG 52)	Attn: Business Office	63 Summit Way	Gardiner, MT 59030-9314
Church Universal and Triumphant (SG 53-C)	Attn: Business Office	63 Summit Way	Gardiner, MT 59030-9314
John & Sherrie Cameron (SG 22-B)	P. O. Box 278	Emigrant, MT 59027	

2:01 PM  
11/07/14

**Glastonbury Landowners Association  
Membership List  
November 7, 2014**

Bill to 1	Bill to 2	Bill to 3	Bill to 4
* Deanna Campbell (NG 51 A)	1015 S Grand Ave.	Bozeman, MT 59715	
* Deanna Campbell (NG 51 B)	1015 S Grand Ave.	Bozeman, MT 59715	
* Deanna Campbell (NG 51 C)	1015 S Grand Ave.	Bozeman, MT 59715	
* Deanna Campbell (NG 51 D)	1015 S Grand Ave.	Bozeman, MT 59715	
Michael & Jeanne Campbell (SG 75)	PO Box 498	Emigrant, MT 59027	
Jose Carro & Alba Rosa Barcenás (SG 21-A)	PO Box 515	Emigrant, MT 59027-0515	
* Jose Carro & Alba Rosa Barcenás (SG 21-B)	PO Box 515	Emigrant, MT 59027-0515	
Alan & Myna Carter (SG 55 A-2)	1270 Poe St	Billings, MT 59105	
Kenneth & Maryann Case (SG 54-B)	1012 Sunrise Frive	Belgrade, MT 59714-8399	
Chalice Well (SG 84)	c/o Mr. Cole McShane	329 Winston Ave.	Baltimore, MD 21212
John Clawson (SG 22-A)	P. O. Box 193	Emigrant, MT 59027	
Coates, Marin L. ( NG 41-A)	15 Valley View Lane	Livingston, MT 59047	
Emily Coleman & Roebj Simons (NG 61-A)	P. O. Box 538	Emigrant, MT 59027	
Helen M. Collier (SG 30-B)	PO Box 558	Emigrant, MT 59027-0558	
Community Conservation Assoc. (NG 2-B)	Diamond Heart Shelter	P. O. Box 451	Emigrant, MT 59027-0451
Community Continuity (SG 70-B)	Mr. Jeffrey Simon	8900 Bradford Place	Eden Prairie, MN 55347
Community Restoration (SG 70-B)	c/o Daniel J. Kehoe, Jr.	PO Box 499	Emigrant, MT 59027
Douglas & Nancy Coryell (SG 39-D)	57 Mission Dr.	New Braunfels, TX 78130-6668	
* Philip & Ann Marie Covington (SG 34-C)	PO Box 484	Emigrant, MT 59027-0484	
* Philip & Ann Marie Covington (SG 34-B)	P. O. Box 484	Emigrant, MT 59027	
Robert & Ann Cragg (SG 53-E)	17 Sunrise Lane	Algonquin, IL 60102-3025	
Lucy Crown (SG 21-D)	P. O. Box 248	Emigrant, MT 59027	
* Tucker Cunningham (SG 25-E)	2535 Highway 89 South	Emigrant, MT 59027-6032	
Matthew & Luke Daly (NG 47-C)	9333 Ehler Ave. SE	Delano, MN 55328	
Eben Davis (SG 73)	1 Embarcadero CTR. Ste. 500	San Francisco, CA 97111-3610	
* William Davis (NG 65)	PO Box 186	Emigrant, MT 59027	
Herb Dawson (NG 35-A)	PO Box 395	Yellowstone N. Park, WY 82190	
Herb Dawson (NG 38-A)	PO Box 395	Yellowstone N. Park, WY 82190	
George and Donna DeGraaf (NG 6B-1)	34 Morestown Road	West Milford NJ 07840	
Kenneth & Debra DeGraaf (NG 7 B-3)	P. O. Box 1213	Emigrant, MT 59027	
Vera Deleon (SG 44)	PO Box 1195	Emigrant, MT 59027	
* Trustee Denise Diehl (SG 25-D)	PO Box 321	Emigrant, MT 59027	

2:01 PM  
11/07/14

**Glastonbury Landowners Association  
Membership List  
November 7, 2014**

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Larry Dillard (NG 37-E)	2406 Selrose Lane	Santa Barbara, CA 93109	
Claudette Dirkers (NG 29-B)	PO Box 26	Emigrant, MT 59027-0026	
Clark & Wendy Dodd (NG 47-B)	PO Box 1136	Emigrant, MT 59027	
Steven & Patricia Donjon (NG 40-2)	603 Leonard Lane	Northglenn, CO 80233	
Susan Dougherty (NG 40-3)	6407 Schuler Street	Houston, TX 77007	
Daniel Drislane (SG 38-1D)	1106 W. Park St. Suite #444	Livingston MT 59047	
Daniel Drislane (SG 38-1E)	1106 W. Park St. Suite #444	Livingston MT 59047	
Gerald Dubiel (NG 32-B)	PO Box 933	Emigrant, MT 59027	
Jeff Ducklow (NG 9-A)	PO Box 877	Gardiner, MT 59030	
Peter & Neroli Durty (NG 50-A-A)	PO Box 154	Emigrant, MT 59027-0154	
Linda Eberhard (SG 77)	3181 Charlevoix Dr. #208	Grand Rapids, MI 49546	
David G. Edel (SG 43-B)	6384 Huntington Lakes Cir Apt. 201	Naples, FL 34119-6973	
Jorn Elsvang (SG 64A)	PO Box 1681	Emigrant, MT 59027-1681	
Jorn Elsvang (SG 64 B)	PO Box 1681	Emigrant, MT 59027	
Ryan & Mandy Elvrom (NG 57D-1)	1202 Holly Drive	Bozeman, MT 59715	
Peter & Cyrese Erickson (SG 90)	212 Oxford Ave.	Clarendon Hills IL 60514	
Peter & Cyrese Erickson (SG 91)	212 Oxford Ave.	Clarendon Hills IL 60514	
Barbara Esau (SG 371E1)	6755 S. Graf Street	Centennial, CO 80122-1247	
Oscar and Karen Fairbairn (NG 41-C)	19516 Route 66	Phillipsburg, MO 65722	
Andrew & Victoria Field (SG 99)	PO Box 500	Emigrant, MT 59027-0500	
Fredrick and Carol Fienhage (NG 57-A)	PO Box 1675	Muncie, IN 47308-1675	
James Finkler (NG 7-A)	PO Box 252	Emigrant, MT 59027	
Catherine Fitzgerald (SG 28-A)	PO Box 17	Emigrant, MT 59027	
Catherine Fitzgerald (SG 28-B)	PO Box 17	Emigrant, MT 59027	
Catherine Fitzgerald (SG 28-D)	PO Box 17	Emigrant, MT 59027	
Catherine Fitzgerald (SG 28-E)	PO Box 17	Emigrant, MT 59027	
Thomas Ford (SG 28-C)	1661 Old Country Road #503	Riverhead, NY 11901	
Randy C. & Cristin D.Fowle (NG 10-D)	PO Box 486	Emigrant, MT 59027-0486	
Kenneth & Bonita Frazier (SG 31-E)	1615 Bonifant Road	Silver Springs, MD 20906	
Alan Friguault	Betty Davis-Frigault (SG 34-A3)	PO Box 141	Marysville, WA 98270
Kathie Garcia (NG 32-C)	PO Box 81	Emigrant, MT 59027-0081	
Barbara Geary (NG 1-B)	PO Box 43	Pray, MT 59065	



2:01 PM  
11/07/14

**Glastonbury Landowners Association**  
**Membership List**  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Henry Gelderloos (NG 33-A-1)	2222 Baxter Lane #12	Bozeman, MT 59718	
Pouwel Gelderloos (NG 33-A-2)	PO Box 40	Emigrant, MT 59027-0120	
* Pam Gembica & Johan Lindstrom (SG 93-A)	4932 153rd Place SE	Everett, WA 98208	
John Giacchina (SG 41-A)	2254 Hermitage Drive	Davison, MI 48423-2069	
Craig & Patricia Gilmore (SG 70-A)	6285 Frank Reeder Rd.	Pensacola, FL 32526-4146	
* Margaret Glennon (SG 33-E)	P.O. Box 750333	Dayton, OH 45475	
James & Susan Gough (NG 38-D)	PO Box 544	Emigrant, MT 59027-0544	
Maydell Goulart (NG 25-1)	Healing Light Retreat	PO Box 1082	Emigrant, MT 59027-1082
- Kenneth Green (NG 48-M1)	c/o Ansara Ali	2311 NW 60th Terrace	Sunrise, FL 33313
* Kenneth Green (NG 48-M2)	c/o Ansara Ali	2311 NW 60th Terrace	Sunrise, FL 33313
* Mark Grenier (NG 28 C)	521 S. 13th Ave	Bozeman, MT 59715-4215	
Brian & Therese Emmanuel Grey (SG 46-D)	P. O. Box 928	Emigrant, MT 59027-0928	
* William & Loreen Guldán (NG 54-C)	P O Box 1203	Emigrant, MT 59027	
Alba Rosa Gutierrez Barcenás (SG 22-C)	PO Box 515	Emigrant, MT 59027-0515	
Michael & Barbara Halat (SG 67)	2906 Langhor Ave.	Bozeman, MT 59715	
Sean Halling & Lorca Dargis (SG 89)	P.O. Box 1141	Emigrant, MT 59027	
Sabrina Hanan (NG 55-C)	PO Box 194	Emigrant, MT 59027	
Donald Hansard, Jr. (SG 81)	PO Box 912	Emigrant, MT 59027	
* Kraig Hansen & Billie Jeske (SG 32-C)	P. O. Box 272	Emigrant, MT 59027	
Jon & Lorraine Hanson/SG 31-C)	PO Box 95	Wolfeboro Falls, NH 03896-0095	
* Frank & Kristen Hardesty Jr. (SG20-B)	PO Box 1041	Emigrant, MT 59027	
Ned Harris (NG 11-A)	c/o Rupert B. & Janice Harris	24 S. Union Street	Cambridge, NY 12816
Kenneth Harris & Michele McCowan (NG 11-E)	P. O. Box 13	Emigrant, MT 59027	
* Ken Haug (NG 26-B-1)	P. O. Box 1188	Emigrant, MT 59027	
Kimberly Hayes (SG 65)	Entrust Midwest, LLC	13551 Meadowvale Road	Elk River, MN 55330
* Jennie Hayward (SG 35-C)	PO Box 1014	Emigrant, MT 59027-1014	
James & Carla Ann Healy (NG 50-A-C)	2017 South Tracy Avenue	Bozeman, MT 59715	
James & Carla Ann Healy (NG 50-AD)	2017 South Tracy Avenue	Bozeman, MT 59715	
George & Megan Heinz (SG 103)	P. O. Box 1217	Emigrant, MT 59027	
* Arlene Hoag (NG 7-D)	1716 S. Wilson	Bozeman, MT 59715	
* Philip Hoag (NG 7-C)	PO Box 11	Emigrant, MT 59027-0206	
David & Jane Hohmann / NG 51-E	105 Summit Way APT #1	Gardiner, MT 59030	

2:01 PM  
11/07/14

**Glastonbury Landowners Association**  
**Membership List**  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
* William & Simone Holder (NG 39)	1520 Ward St. #1520	Berkley, CA 94703-1826	
* Linda Holmstrom (SG 34-A1)	PO Box 1644	Emigrant, MT 59027	
Jan Marie Hornack/ NG 23	New Difoe property owner		
* William House [NG 7 B-2]	P. O. Box 91	Emigrant, MT 59027	
Robert Houssian (NG 2-C)	c/o Linde Process Plant	6100 So. Yale Suite 1200	Tulsa, OK 74136
Tom Hubert (NG 42-C)	4725 E. Ballimore Ave.	Las Vegas, NV 89104	
Amanda Hull (SG 33-B)	PO Box 127	Emigrant, MT 59027	
Collette C. Impellizzeri (NG 47-E)	P. O. Box 2793	Port Angeles, WA 98362	
William & Sandra Irby (SG 42B)	2220 St. Johns Ave.	Apt. B32	Billings, MT 59102-4790
Simeon & Mary Irwin (NG 44-B)	PO Box 217	Emigrant, MT 59027-0217	
William & Robyn Jacobson/SG 34-A2)	PO BOX 425	Yellowstone N.P., WY 82190	
Janet & Vern Jensen (NG 6B-4)	14 Burwell St.	Union, NJ 07083-4122	
Robert E. Jensen (NG 46)	1810 W Olive Street, #1A	Bozeman, MT 59715-4082	
* Kim Jensen (SG 43-C)	Rachel Danielkiewicz	PO Box 956	Emigrant, MT 59027
* Kim Jensen (SG 43-D)	Rachel Danielkiewicz	PO Box 956	Emigrant, MT 59027
Jan & Raya Johansson (NG 22-B)	PO Box 1128	Emigrant, MT 59027	
Jan & Raya Johansson (NG 22-D)	PO Box 1128	Emigrant, MT 59027-1128	
* Antonia Johnson /SG 46-C	PO Box 1653	Emigrant, MT 59027-1653	
Richard Johnson (NG 30-B)	PO Box 183	Emigrant, MT 59027-0314	
* Edwin & Ronalee Johnson (NG 8)	80 Mol Heron Creek Road	Gardiner, MT 59030	
Janet Scoll Johnson (SG 109-A)	5804 Alameda Avenue	Richmond, CA 94804	
Phillip & Patricia Jones (NG 44-E)	PO Box 211	Emigrant, MT 59027-0211	
* Gertilyn Jordan-Guess (SG 105 B)	14449 N. 99th Street	Scottsdale, AZ 85260	
* Craig Juliano (NG 54-E)	1106 W. Park Street	Livingston, MT 59047	
Charlene Kaufman (SG 19)	PO Box 1777	Laguna Beach, CA 92652-1777	
Leo & Dorothy Keeler (SG 26-A1)	PO Box 433	Emigrant MT 59027	
Daniel & Paula Kehoe, Jr. (SG 37-1A)	PO Box 499	Emigrant, MT, 59027	
Jim & Marie Kelly (SG 92)	7559 Charolais	Billings, MT 59106-9663	
Chuck Kendall (NG 32-E)	505 S, 8th Street	Livingston , MT 59047-3702	
Dennis Kight (NG 7-B-1)	PO Box 354	Emigrant, MT 59027	
Anna Kitajewski Estate (NG 26-E)	c/o Bob & Anna Rivel	2531 Yerba Hills Ct.	San Jose, CA 95121
Patrick & Bianca Klein (SG 41-E)	PO Box 1018	Emigrant, MT 59027	

2:01 PM  
11/07/14

**Glastonbury Landowners Association**  
**Membership List**  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Damiaan A. Kletter (SG 39-E)	Ciazina A. Kletter de Leeuw	P.O. Box 162	Emigrant, MT 59027
Rondal & Fabiola Knight (SG 37-1D)	28 Litchfield Road	Prt Washington, NY 11050-3815	
Patricia Knock (NG 26-D)	PO Box 555	Emigrant, MT 59027	
Dorothy A. Knudson (NG 9)	PO Box 161	Emigrant, MT 59027-0161	
Michael Koltonow (SG 66)	PO Box 597	Emigrant, MT 59027-0597	
James & Marion Kozlik (NG 43-5)	PO Box 1075	Emigrant, MT 59027-1075	
Neil A. Kremer Trust (SG 21-E-1)	P. O. Box 241	Emigrant, MT 59027	
Neil & Linda Kremer (SG 57 A-1)	PO Box 241	Emigrant, MT 59027-0241	
Neil & Linda Kremer (SG 18-A)	PO Box 241	Emigrant, MT 59027-0241	
Stuart Nelson (SG 18-B)	c/o Neil Kremer	PO Box 241	Emigrant, MT 59027
Paul & Sharon Krumpe (SG 76)	P. O. Box 2416	Suffolk, VA 23432-2416	
Paul & Sharon Krumpe (SG 77)	P. O. Box 2416	Suffolk, VA 23432-2416	
Dei Kruse (SG 36-D)	Post Office Box 1473	Green Valley, AZ 85622	
Mardenea La Shomb (SG 84)	PO Box 1674	Emigrant, MT 59027	
Jeff & Jerry Ladewig (SG 33-C)	P O Box 1184	Emigrant, MT 59027	
Katherine M. Laird (NG 35-D)	PO Box 552	Emigrant, MT 59027	
Marilynne Lambert (NG 11-B)	Box 6309	Bonnyville Alberta	Canada T8N2G9
Mark & Teresa Lambert (NG 2-D)	1451 Santa Fe Drive	Encinitas, CA 97024	
* Craig Lannes (SG 53-B)	PO Box 236	Emigrant MT 59027	
George & Camille Larsen (SG 41-D)	P. O. Box 1047	Gardiner, MT 59030	
Michael & Shiela Laverly (NG 25-2)	PO Box 966	Emigrant, MT 59027	
Henry F. Lee (NG 64)	PO Box 194	Chelsea, VT 05036-0194	
Legacy Peaks LLC (NG 52)	c/o Theodore Solso	PO Box 1418	Cody, WY 82414
* Lifesavers Shelter (NG 28 E)	c/o Patricia Jones	1352 Ensenada Way	Los Altos, CA 94024
Margaret Lincoln (SG 62)	1109 N Fence Post PL	Prescott Valley, AZ 86314	
* Martin & Julene Lisota (SG 50-A)	PO Box 461	Emigrant, MT 59027-0461	
Marjorie A. Lombard (NG 2-A)	PO Box 28	Emigrant, MT 59027-0028	
David & Gretchen Lundberg (SG 84)	3055 Branding Iron Rd.	Bozeman, MT 58715-8448	
* Monty and Ginger Lynch (NG 54-D)	PO Box 107	Pray, MT 59065	
Constance Macdonald (SG 37-1C)	PO Box 243	Emigrant, MT 59027	
David & Cheryl MacDonald (NG 24-D)	P. O. Box 10504	Bozeman, MT 59719-0504	
* Deborah Mack (NG 37-C)	PO Box 901	Emigrant, MT 59027-0901	

2:01 PM  
11/07/14

**Glastonbury Landowners Association  
Membership List  
November 7, 2014**

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Frank Maglio (NG 42-B)	114 Albury Way	N. Brunswick, NJ 08902	
Frank Maglio (SG 25-A)	114 Albury Way	N. Brunswick, NJ 08902	
* George & Karen Makris (SG 20-A)	PO Box 377	Emigrant, MT 59027-0377	
- Mark's Ark (NG 7-E)	c/o Philip Hoag	PO Box 1626	Emigrant, MT 59027
* Ronald & Sandra Marshall (SG 50-B)	PO Box 943	Emigrant, MT 59027	
George and Lisa Martin (NG 55-B)	P.O. Box 1094	Emigrant, MT 59027	
Lyda Matthews /SG 38-1A	PO Box 116	Pray, MT 59065	
Carl May & Bonnie Montoya-May(NG 64-B)	PO Box 472	Banclon OR 97411	
Pamela May (SG 37-1B)	P. O. Box 532	Emigrant, MT 59027	
Pamela May (SG 45)	P. O. Box 532	Emigrant, MT 59027	
Zygmund & Mary Mayer (NG 45)	c/o C.U.T. / Jon Springer	63 Summit Way	Gardiner, MT 59030
Scott and Valerie McBride (SG 61)	10675 Calle Mar de Mariposa	Apt. 1410	San Diego, CA 92130
Michael and Janice McCann(NG 35-B)	PO Box 983	Emigrant, MT 59027-0039	
Victoria & Katherine McCoy (SG-36-C)	P. O. Box 1053	Emigrant, MT 59027	
* Alexandra & Donald McCue (SG 32-B)	PO Box 98	Emigrant, MT 59027	
Delmar Neill McDaniel (NG 28 D)	144 Whelstone	Mocksville, NC 27028	
* David R. & Heleena A. McGee (SG 24)	4964 US Highway 89 South	Livingston, MT 59047	
Robert J. McMillen (NG 1-A)	6609 Vireo Ct.	Carlsbad, CA 92011	
Richard and Susan Mead (NG 57-B)	PO Box 492	Emigrant, MT 59027	
Jacob & Irena Meijer (NG 33-D)	PO Box 507	Emigrant, MT 59027-0507	
Marius Michael-George (NG 33-B)	PO Box 12	Emigrant, MT 59027	
Michelle R. Hasken Trust (SG 66)	14970 W. Bush Road	Pearl City, IL 61062	
Jason & Colleen Mitchell (NG 22-E)	CMR 480 Box 3031	APD AE 09128	
Benjamin & Diana Mitchem (SG 33-D)	PO Box 1127	Emigrant, MT 59027	
Charlotte Mizzi (NG 5-D)	P. O. Box 474	Emigrant, MT 59027	
Linda & Norman Mogetz (NG 42-D)	Galena Gleason	P. O. Box 41	Taos Ski Valley, NM 87525
* Laurie Moore (SG 87)	13700 Valley View Road #224	Eden Prairie, MN 55344	
Myron & Cindy Moorman/ SG 79	P.O. Box 1652	Emigrant, MT 59027	
Frederick A. Morsell (NG 24-A)	PO Box 394	Emigrant, MT 59027-0394	
Randolph & Janice Mosness (SG 26-C)	P. O. Box 1677	Emigrant, MT 59027	
Todd C. Mott (SG 50-C)	PO Box 2	Emigrant, MT 59027-0002	
* Kenneth & Nancy Mueller, Jr. (SG 47)	PO Box 375	Emigrant, MT 59027-0419	

2:01 PM  
11/07/14

**Glastonbury Landowners Association**  
**Membership List**  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Charlene Murphy & Steven Hull (NG 40-4)	PO Box 473	Emigrant, MT 59027-0473	
Charles & Sally Muto (NG 27)	PO Box 1647	Emigrant, MT 59027-1647	
Peter & Janet Naclerio (NG 43-1)	PO Box 444	Emigrant, MT 59027	
Graziella Nahas (SG 32-D)	10828 Sacramento Drive SW	Calgary, Alberta	Canada T2W 032
Jeffrey D Nash (NG 10-B)	475 McGregor Rd	Belgrade, MT 59714	
Craig Newhouse (NG 57-E-1)	5 Emma Way	Wilmington, MA 01887	
NG Community Teaching Center (NG 14-A)	P. O. Box 136	Emigrant, MT 59027-136	
NG Community Teaching Center (NG 26-C)	PO Box 136	Emigrant, MT 59027	
Jeffery & Anne Nichols (SG 94)	1917 S. Buchanan Street	Gilbert, AZ 85233	
Hans and Katri Nordbloom (SG 21 C-1)	c/o Aurora & Travis Sarisky	PO Box 903	Emigrant, MT 59027
Olav & Janet Nordemann (NG 44-D)	P.O. Box 16	Emigrant, MT 59027	
Vernon & Frances Nye (NG 47-D)	PO Box 175	Emigrant, MT 59027	
Daniel & Valery O'Connell (NG 5-C)	P. O. Box 77	Emigrant, MT 59027-0144	
Frances Owen (SG 095 A)	PO Box 1676	Emigrant, MT 59027	
Jessica J. Page (SG 32-A-1)	P O Box 1078	Emigrant, MT 59027	
Carla Pagnier & Jan Luykenlaan (SG 35-E*)	3 6881 MB Velp	THE NETHERLANDS	
David Paik (NG 6B-2)	P. O. Box 1096	Emigrant, MT 59027	
Clare & Rudy Parker (SG 31-D)	PO Box 1152	Emigrant, MT 59027-1152	
Rudy & Clare Parker (SC 42-D)	PO Box 1152	Emigrant, MT 59027-1152	
Ron & Carole Payne (NG 50-AE)	PO Box 61	Emigrant MT 59027	
Doug & Andrea Peacock (NG 55-E)	PO Box 1026	Emigrant, MT 59027	
Aian and Kirsty Peake (SG 38 1-B)	P. O. Box 362	Emigrant, MT 59027	
Anne Peck / NG 05-E	1188 Highway 89 S.	Gardiner, MT 59030	
* Victorina Peterson (SG 106-A1)	910 N. Lake Shore Dr. #1920	Chicago, IL 60611	
* Victorina Peterson (SG 106 A2)	910 N. Lake Shore Dr. #1920	Chicago, IL 60611	
Arfon H. Pfeil (SG 33-A)	PO Box 267	Emigrant, MT 59027-0267	
Jim & Alice Marie Phipps (NG 35-C)	PO Box 376	Emigrant, MT 59027-0417	
* Pedro Pinaro (SG 32-A-3)	PO Box 1143	Emigrant, MT 59027	
* Pedro Pinaro (SG 32-A-2)	PO Box 1143	Emigrant, MT 59027	
Ron & Penelope Price (NG 5-B)	P. O. Box 402	Emigrant, MT 59027-402	
Ricardo & Fabiola Prieto (NG 26-A)	Paseo Loma Ancha 1303	Lomas del Valle, 45120	Guadalajara JAL
Ray Quarles (NG 24-E)	PO Box 1192	Emigrant, MT 59027-1192	

2:01 PM  
11/07/14

**Glastonbury Landowners Association**  
**Membership List**  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
Robert & Michelle Quesenberry (SG 42-A)	PO Box 163	Emigrant MT 59027	
Kathleen Rakela (NG 53)	109 So. B St.	Livingston, MT 59047	
Kathleen Rakela (NG/55-D)	109 South B St	Livingston MT 59047	
Kathleen Rakela SG/27	109 South B St	Livingston MT 59047	
Kathleen Rakela SG/51	109 South B St	Livingston MT 59047	
Kathleen Rakela NG/56	109 South B St	Livingston MT 59047	
Kathleen Rakela (NG 55-A)	109 South B Street	Livingston, MT 59047	
Kathleen Ramp (SG 97 A)	PO Box 1457	Morgan Hill, CA 94038-1457	
Kathleen Ramp (SG 97 C-1)	P. O. Box 1457	Morgan Hill, CA 94038-1457	
Kathleen Ramp (SG 97 E)	P. O. Box 1457	Morgan Hill, CA 94038-1457	
Kathleen Ramp (SG 98 B-1)	P. O. Box 1457	Morgan Hill, CA 94038-1457	
Kathleen Ramp (SG 98 D)	PO Box 1457	Morgan Hill, CA 94038-1437	
Paul & Glenda Rantlalo (NG 30-E)	PO Box 128	Emigrant, MT 59027-0128	
Robert & Maxine Rasmussen (NG 43-4)	P. O. Box 242	Emigrant, MT 59027-0242	
* Joe & Stacie Rath (NG 25-4)	PO Box 1074	Emigrant, MT 59027-1074	
Daniel Rattner, Barbara Green(SG83)	100 Pond St #46	Cohasset, MA 02025	
Daniel Rattner and Barbara Green (SG 82)	100 Pond Street #46	Cohasset, MA 02025	
Catherine Raven (SG 53-A)	PO Box 87	Emigrant, MT 59027	
* Francis Regan, Jr. (NG 47-F)	P. O. Box 1093	Emigrant, MT 59027	
John Richardson (SG 63)	5038 SE Major Wey	Stuart, FL 34997-2305	
Dennie & Wendy Riley (SG 108)	P.O. Box 566	Emigrant, MT 59027	
Jose F. Rodriguez-Curras (SG 60)	4 Verona Lane	Savannah, GA 31419=3181	
Stephen Rolf & Linda Montana (SG 36-E)	P. O. Box 1713	Emigrant, MT 59027-1713	
Randy Rolfe/SG 32-E)	3955 18 AV. N. W.	Rochester, MN 55901	
Michael G. Rosa (SG 58)	P O Box 1716	Emigrant, MT 59027	
* Sage Family Trust (NG 58)	PO Box 1681	Emigrant MT 59027	
John & Kristen Salvato (NG 37-B)	PO Box 1126	Emigrant, MT 59027	
Trudie Satterfield (NG 47-A)	P. O. Box 613	Yellowstone Park, WY 82190	
* Darin & Rebecca Saunders (NG 61-B)	P. O. Box 1706	Emigrant, MT 59027	
Eleanor Schieffelin (NG 35-E)	PO Box 39	Emigrant, MT 59027-0039	
Eleanor Schieffelin (NG 36-A)	PO Box 39	Emigrant, MT 59027	
Ian & Tonya Scott (NG 10-C)	PO Box 1137	Emigrant, MT 59027-1137	

2:01 PM  
11/07/14

Glastonbury Landowners Association  
Membership List  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
* Lester Seago (SG 40-E)	PO Box 145	Mammoth Hot Springs, WY 82190	
Mark Seaver & Andrea Sedlak (SG 39-C)	3116 Winifred Drive	Burtonsville, MD 20866	
Mark Seaver & Andrea Sedlak (SG 39-A)	3116 Winifred Dr.	Burtonsville, MD 20866	
Mark Seaver & Andrea Sedlak (SG 39-B)	3116 Winifred Dr.	Burtonsville, MD 20866	
South Glastonbury Teaching Center (22-E)	P. O. Box 465	Emigrant, MT 59027	
South Glastonbury Teaching Cent (SG 23-A)	PO Box 465	Emigrant, MT 59047	
Janet Sharpless (NG 25-3)	1201 Wineglass Cl. #G	Livingston, MT 59047-2412	
Alan & Sharon Shaw (NG 5-A)	81 North Shore Drive #7	Belgrade, MT 59714	
* Robert Sherwood (SG 50-D)	c/o Purity Sherwood	PO Box 147	Emigrant, MT 59027
* Stephen O. Sirois (SG 88-B)	Christine Farrar	P.O. Box 85	Yellowstone National Park, WY 82190
Resa T. Slavenas (SG 101)	PO Box 1632	Emigrant, MT 59027-1632	
LaQuita Smallwood & Clifford B. and Debra Ann Smith /NG 52	John Grant Family Trust (NG 66) 106 Alta	1222 Forest Road Helena MT 59601	La Grange, IL 50526
* William Smith (NG 42-E)	P. O. Box 78	Emigrant, MT 59027	
Joyce D Smith	P.O. Box 113	Emigrant, MT 59027	
Pete Sollis (SG 30-D)	631 Ranvee St.	White Lake, MI 48386-2859	
Pete Sollis (SG 30-A)	631 Ranvee St.	White Lake, MI 48386-2859	
Pete Sollis (SG 30-E)	631 Ranvee St.	White Lake, MI 48386-2859	
Robert Sones (NG 31-W)	PO Box 1193	Emigrant, MT 59027	
Christopher & Christine Sprowl (SG 107)	2257 Mead Drive	Boulder, CO 80301-5150	
* Aaron & Jessica Stallard (SG 31-A)	PO Box 946	Emigrant, MT 59027-0946	
Sheridan Stenberg (NG 22-A)	PO Box 1035	Emigrant, MT 59027	
Scott Stomerowski (SG 48)	31918 Churchill Field Lane	Fulshear, TX 77441	
Chad & Lindsey Stone (NG 29-A)	P.O. Box 592	Emigrant, MT 59027	
Chad & Lindsey Stone (NG 29-D)	P.O. Box 592	Emigrant, MT 59027	
Richard & Lynne Swanson (SG 36-B)	38 Carlton Drive	Mount Kisco, NY 10549	
Joe & Lorraine Swift (SG 35-D)	P.O. Box 57	Emigrant, MT 59027	
* Michela Tempesta (NG 59)	34 Crestlake Drive	San Francisco, CA 94132-1333	
Larry Temple (NG 37-A)	PO Box 1154	Emigrant, MT 59027	
Thomas More School (NG 1-C)	PO Box 540	Emigrant, MT 59027-0983	
Rebecca M. Thompson (NG 41-B)	PO Box 37	Emigrant, MT 59027	
* Rebecca M. Thompson (NG 41-D)	PO Box 37	Emigrant, MT 59027	

2:01 PM  
11/07/14

**Glastonbury Landowners Association  
Membership List  
November 7, 2014**

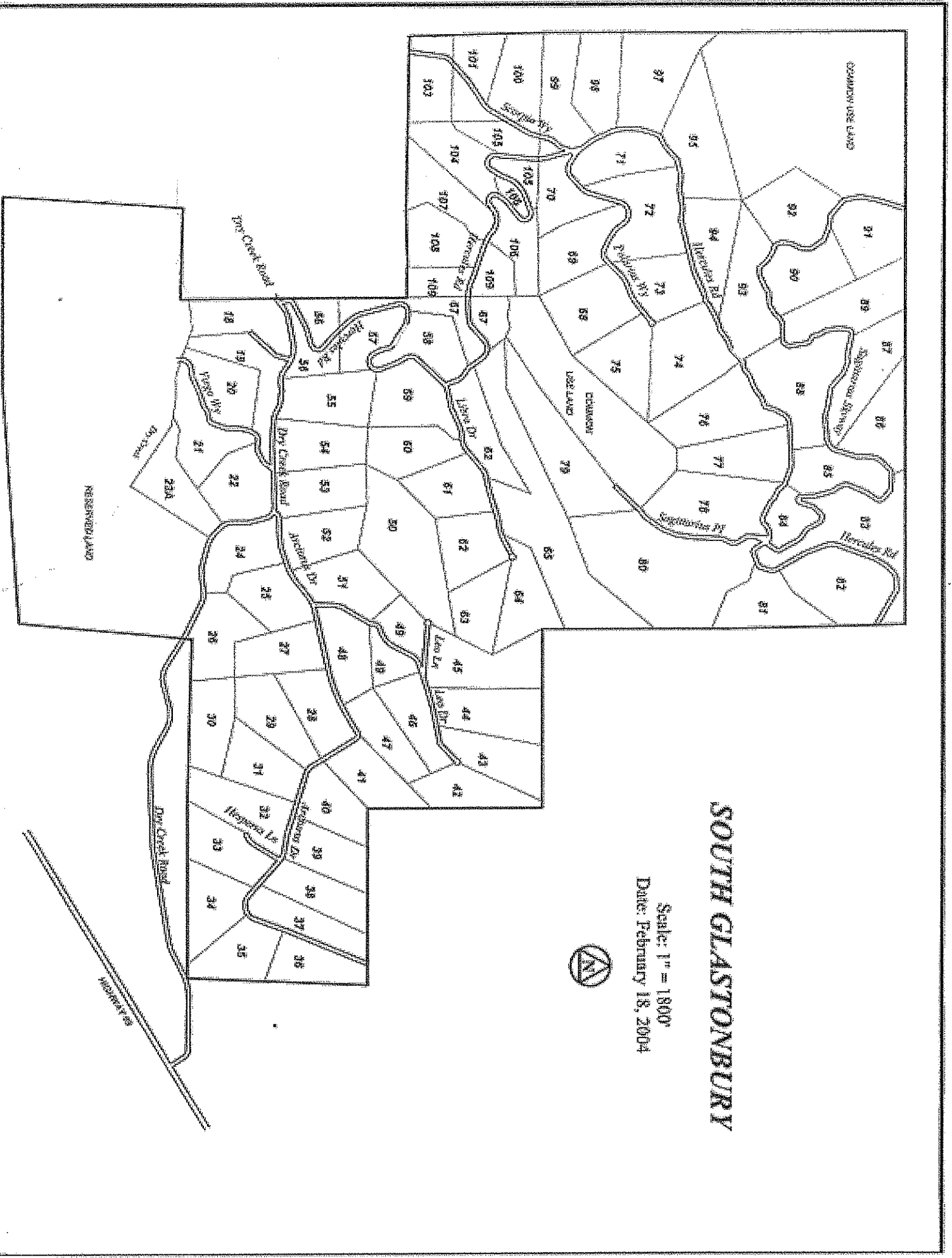
Bill to 1	Bill to 2	Bill to 3	Bill to 4
* Dr. Carolyn Thorburn (SG 93-A)	77 Central Ave.	East Orange, NJ 07018-3910	
* David Thorpe (NG 06-A)	3143 Bern Drive	Laguna Beach, CA 92651-2005	
* Elizabeth Thorpe (NG 6 B-3)	PO Box 385	Emigrant, MT 59027	
James Timmer (NG 30-A)	811 S. 6th Avenue	Bozeman, MT 59715-5131	
James Timmer (NG 30-C)	811 S. 6th Avenue	Bozeman, MT 59715	
Bradford W. Tisdale (NG 38-C)	3333 Regent PK. Walk	Virginia Beach, VA 23452-6257	
Bradford W. Tisdale (NG 38-E)	3333 Regent PK. Walk	Virginia Beach, VA 23452-6257	
David C. Tonkin (SG 104)	PO Box 111	Emigrant, MT 59027-0111	
James & Pamela Toole (NG 36-B)	4253 Cottonwood Place	Vadnais Heights, MN 55127	
TP, Inc. (SG 35-A)	PO Box 1152	Emigrant, MT 59027-1170	
Randall & Brittany Traucht (SG 100)	PO Box 546	Gardiner, MT 59030	
James & Paula Trisdale (SG 26-A2)	PO Box 124	Emigrant MT 59027	
Brian Trisler (NG 31-E)	201 N. Westshore Dr. Apt. 1601	Chicago, IL 60601-7252	
Joseph V Trosclair (SG 49)	P.O. Box 1042	Emigrant, MT 59027	
Barbara Lynn Tylka (NG 44-A)	14881 Mill Creek Lane	Baker City, OR 97814	
Kathleen M. Ullrich (NG 32-D)	137 Pray Road	Livingston, MT 59047-8708	
Linda Ulrich (NG 33-E)	P. O. Box 235	Emigrant, MT 59027	
Ben & Maria Van der Vegt (NG 40-5)	PO Box 1196	Emigrant, MT 59027-1196	
Ben & Maria Van der Vegt (NG 57-C)	PO Box 1196	Emigrant, MT 59027-1196	
* Kevin & Casey Van Uuden (SG 46-A)	P.O. Box 334	Emigrant, MT 59027	
Vicki Vaughan (NG 29-C)	550 W. Surf St.	#119C	Chicago, IL 60657
Randy & Lynn Venteicher (SG 26-D)	P. O. Box 1215	Emigrant, MT 59027	
Margaret Wagner (NG 44-C)	PO Box 203	Emigrant, MT 59027-0203	
John Waid ( SG 26-B)	PO Box 1055	Thermopolis, WY 82443	
Robert & Mary Wallace (NG 30-D)	PO Box 547	Emigrant, MT 59027-0547	
Robert & Mary Wallace (SG 36-A)	PO Box 547	Emigrant, MT 59027-0547	
Robert & Mary Wallace (SG 40-A)	PO Box 547	Emigrant, MT 59027-0547	
Robert & Mary Wallace (SG 40-B)	Box 547	Emigrant MT 59027	
Robert & Mary Wallace (SG 40-D)	Box 547	Emigrant MT 59027	
Robert & Mary Wallace (SG 84)	PO Box 547	Emigrant, MT 59027	
Ronald & Bonnie Wartman (NG 43-2)	PO Box 596	Emigrant, MT 59027	
Jodelle Weaver (SG 35-B)	PO Box 523	Yellowstone Nat'l Park, WY 82190	



2:01 PM  
11/07/14

Glastonbury Landowners Association  
Membership List  
November 7, 2014

Bill to 1	Bill to 2	Bill to 3	Bill to 4
* Roger Weise (SG 47)	c/o Ken Mueller	P. O. Box 375	Emigrant, MT 59027
Jewel Wieczorek (NG 24-C)	PO Box 245	Emigrant, MT 59027	
David & Roxann Wilkinson (NG 42-A)	1408 Winchell Street	St. Paul, MN 55106	
Chris and Ia Williams (NG 33-C)	PO Box 448	Emigrant, MT 59027	
* Darryl Windorski (SG 46-B)	PO Box 53	Emigrant, MT 59027	
Arthur Wittich (SG 78)	3116 Sourdough Road	Bozeman, MT 59715-9260	
* Justin Woodruff (SG 22-D)	PO Box 582	Emigrant, MT 59027	
Hettie & Robertus Wortelboer (NG 26-B-3)	PO Box 1656	Emigrant, MT 59027	
Walter & Regina Wunsch (SG 71)	PO Box 36	Emigrant, MT 59027	
Walter & Regina Wunsch (SG 72)	PO Box 36	Emigrant, MT 59027-0036	
C. Travis & Becky Wyman (SG 56 A-1)	P.O. Box 195	Gardiner, MT 59030	
Ralph Yaney (NG 38-B)	1150 North Canyon Trail	Topanga, CA 90290	
Jerry E. R. Young (SG 26-E)	P O Box 1163	Emigrant, MT 59027	
Roger & Marie Zeman (NG 34)	5943 Clifton Ave	St. Louis, MO 63109-3408	
* Aza Ziegler (SG 41-B1)	P. O. Box 223	Livingston, MT 59047	
* Aza Ziegler (SG 41-C)	P. O. Box 223	Livingston, MT 59047	
* * DENOTES MEMBERS NOT IN GOOD STANDING			



# SOUTH GLASTONBURY

Scale: 1" = 1800'  
Date: February 18, 2004

