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MONTANA SIXTH JUDICIAL DISTRICT COURT PARK COUNTY

KATHLEEN RAKELA, CLARE)	Cause No. DV-17-150
PARKER, RUDY PARKER, EDWARD)	
DOBROWSKI)	
)	
)	
Plaintiff(s),)	
)	
vs.)	
)	
Glastonbury Landowners Association,)	AMENDED COMPLAINT and
Inc., Glastonbury Landowners)	Petition for Declaratory and
Association, Inc.'s Board of Directors,)	Injunctive Relief
Dennis Riley, Daniel Kehoe, Charlene)	
Murphy, Richard Johnson, Kevin Newby)	
Mark Seaver, Leo Keeler, individually,)	
and as Board Members.)	
)	
Defendants.)	
)	

COMES NOW, Plaintiff, Kathleen Rakela files her Complaint against Defendants,
and allege and state as follows:

PARTIES

1. At all times relevant hereto, Plaintiff, Kathleen Rakela, has resided in Park
County, Montana.

2. Defendant Glastonbury Landowners Association Inc. (GLA) is a Montana non-profit corporation operating in Park County, Montana. Defendants, Dennis Riley, Daniel Kehoe, Charlene Murphy, Richard Johnson, Kevin Newby Mark Seaver, and Leo Keeler are Board of Directors for the GLA and reside in Park County, Montana. As such, Jurisdiction and Venue are proper in this Court.

FACTS COMMON TO ALL COUNTS

1. In 2016 Rakela was the legal owner of property in Park County, including: Parcel 53 North Glastonbury and Parcel 51 South Glastonbury. Kathleen's GLA property assessments for these properties were paid in full by March 2016, pursuant to past agreements with the GLA.
2. In late May of 2016, Rakela filed a subdivision plat with the Park County Clerk and Recorder creating four parcels: 51A, 51B, 51C, and 51D from Parcel 51 South Glastonbury. This subdivision had previous approval from the GLA.
3. On July 1, 2016 assessment invoices of \$122.50 for each new parcel, 51B, 51C, and 51A were sent to Rakela.
4. On July 29, 2016 Rakela paid the \$122.50 assessments for South Glastonbury Parcels 51B and 51C, paid \$70 for Parcel 51A through the third quarter as there was a buy/sell agreement for that property, and requested that her full assessment for Parcel 51 SG paid March 11, 2016 be applied to lot 51D. The checks were deposited by the GLA on August 16, 2016.
5. On October 1, 2016 a new invoice was sent, which showed that the GLA accountant had not credited Rakela payments as she had asked.

6. On October 5, 2016, Rakela emailed GLA apprising them that the accountant incorrectly distributed a portion of her full payment for South Glastonbury Parcels 51B and 51C to Parcel 51D – making it look as if the assessments for Parcels 51B and 51C were not paid in full, resulting in finance charges. Rakela requested the GLA to: “Please correct my property assessment statements.”
7. On October 31, 2016, Rakela mailed her separate ballots for North and South Glastonbury and also mailed the remaining assessment for the last quarter of 2016 for South Glastonbury Parcel 51A as the buy-sell for that lot fell through.
8. On November 6, 2016 Rakela received more GLA statements showing that her assessment payments for South Glastonbury still had not been properly accounted.
9. On November 12, 2016 the annual election for new Board Members was held but the GLA accountant still had not properly credited Rakela’s South Glastonbury assessment payments nor had her check for parcel 51A, mailed twelve days earlier along with her ballot, been given to the secretary or treasurer although her ballots were turned over to the ballot counters. Only two of Rakela votes were tallied instead of the five she should have had. The treasurer, Rudy Parker found Rakela’s check mysteriously placed at the bottom of his treasurer’s box. He informed the ballot counters and GLA Secretary and Election Committee Chair, Charlene Murphy, that Rakela payment had come in, but nothing was done about it. Instead they announced Leo Keeler as the winner of the election by one vote.
10. On November 16, 2016, an Election Committee Meeting was held and there was discussion about allowing the untallied votes. Also, the GLA continued to parrot

“the records showed that her (Rakela) other 3 properties in SG had an outstanding balance” even though Rakela reminded the GLA several times that the South Glastonbury assessments were paid in full.

11. On November 17, 2016, Rakela, again, emailed the GLA, pleading that they correct their record on her payments. However, the record has never been corrected. The members have not been given the truth on the matter resulting in mudslinging upon Rakela and her character.
12. On November 26, 2016, another Election Committee meeting was held, Rakela votes were reinstated and “all landowners were able to view and read Rakela ‘secret ballot’.” Rakela votes made the previously announced winner, Leo Keeler, lose the election.
13. On August 1, 2017, the GLA sent out Nomination & Candidate Forms for the 2017, board of director’s election to members.
14. On September 12, 2017, Rakela sent in her nomination form to run for one of three open South Glastonbury Board of Directors positions. The form stated that she was a member in good standing for South Glastonbury.
15. On or about September 27, 2017, Rakela received her voter packet for the 2017 election. However the small envelope that states her name and the number of her votes (4) for South Glastonbury was missing. She subsequently emailed the GLA apprising them of her missing voting envelope and stated her concern that someone had her envelope and could switch her votes.

16. In August or September of 2017, the GLA Board informed landowners that the Board of Directors had voted on April 10, 2017 to create a new policy/rule for the 2017 election requiring full payment of assessments by October 31, 2017 for landowners to be eligible to vote at the Annual Election meeting of November 11, 2017 (later rescheduled for December 2, 2017).
17. No notice was sent to members *prior* to this policy/rule change and no time was allotted for members to give feedback or respond *before* the GLA Board of Director's vote, contrary to Bylaw Article XI C. **Bylaw Article XI C. Due Process.** states, "Prior to making any new Rules and Regulations...the Association, acting through the Board of Directors and officers, shall provide reasonable written notice in accordance with Article V, paragraph D to all of the Members ... and a reasonable opportunity for any such member to be heard and give written or oral comment to the Board of Directors...."
18. Recently the board considered changing the Road Policy. They sent two mailings specifically asking for input and comments regarding the change before moving forward on it. The board has not done this for the vote change.
19. Bylaw Article VI B. 10, states: Such powers and duties of the Board shall include... Adopt Rules and Regulations ... for the conduct of the affairs of the Association and the enjoyment of the Members, provided that no Rule or Regulation so adopted shall be in conflict with ...the Covenants." (*Emphasis added.*)

20. This new policy/rule also appears to be in conflict with the voting rights guaranteed to landowners in the Covenants, Section 3. Definitions and Short Name Referrals 3.19. Member of the Association in Good Standing. “A member of the Association that is current in the payment of all assessments to the Association and is not in violation of these covenants. A member in good standing is qualified to vote ...” With this new GLA policy, if a landowner qualifies after Oct 31st (s)he will not be allowed to vote.
21. Covenant 2.05 states that to alter, amend, modify or terminate a covenant in whole or in part, there must be the affirmative vote of at least 51% of the membership interests. A vote has not been held to alter Covenant 3.19, nor to remove or reduce landowners’ voting rights.
22. Another “taking” of Membership Interest voting rights occurred on November 6, 2017 when the Board voted to disqualify multiple landowner Membership Interests if one of the landowner’s parcels is in arrears of an assessment payment.
23. On November 13, 2017, the election committee also made plans to prohibit all landowners who pay up their assessments between October 31, 2017, and the annual meeting/election from voting even if what they owed was a finance charge of a few cents. This is in violation of the covenants.
24. According to the GLA October 31, 2017, financial report posted on the Internet, there are ninety-one Association Members (almost ¼ of landowners) who are late in paying their assessment or finance charge. Landowner 40D of South Glastonbury only owes \$.10.

25. On September 25, 2017 ballots that included Rakela name and bio were sent to South Glastonbury association members.
26. On September 30, 2017 the GLA secretary emailed Rakela, "The GLA board discovered a division of your property NG 53."
27. A Family Conveyance had been approved by the GLA. The Certificate of Exemption was filed at the Clerk and Records office September 8, 2016 creating two North Glastonbury parcels, 53B and 53C.
28. On October 2, 2017 Rakela emailed notification to the GLA and informed them that a notification had been mailed to the address listed on the website.
29. The GLA secretary emailed Rakela that, the "Realty Transfer" form on the GLA website was outdated with the address for Minnick Management in Bozeman. "So the information you sent went to an old address." The GLA by neglecting to update their website and keeping a defunct address on it made it impossible for anyone relying on that information to perform.
30. On October 9, 2017 Leo Keeler, the candidate whom Rakela reinstated votes made lose the 2016 election, motioned to "disqualify and remove Kathleen Rakela from the (South Glastonbury) ballot for being in violation of (GLA) Covenant 10.04 for failing to notify the Association of the transfer of her property to her son last year."
31. In order to be in violation of the **Covenant 10.04** Rakela would have had to transfer the property to her son by deed and then disagree to notify the association. The exempted parcel had not yet been deeded to Rakela's son so there was not a

“sale or transfer” of property and the Covenant, 10.04, used to disqualify Rakela from the ballot cannot be applied. Therefore the GLA disqualification of Rakela from the South Glastonbury Ballot using Covenant 10.04 is invalid, as a matter of law.

32. A member with “personal interest,” competing candidate, Kevin Newby, seconded the motion.

33. Two other members with “personal interest,” competing candidates Mark Seaver and Dennis Riley also voted to “disqualify and remove” Rakela from the ballot.

34. The GLA “Conflict of Interest Policy” defines “Interested Person” as “Any director, officer, or member of a Committee of the Board, who has a direct or indirect ... personal interest is an interested person.” Personal Interest means “a person has a personal interest if the situation the Board or committee is dealing with affects that person ... in a way other than financial.” Further, “An interested person...must abstain from the vote on the transaction or arrangement involving the possible conflict of interest. The Board or committee member should not be counted toward the quorum of the meeting for that vote.” Also, there was no “action taken to determine whether a conflict of interest existed...” as required in the GLA “Conflict of Interest Policy.”

35. Mark Seaver threatened before the vote that “anyone who does not vote against Rakela is themselves violating the Covenants also.” The GLA Secretary Charlene Murphy confirmed that Seaver did make this threat.

36. This Seaver statement had the likely effect of swaying the Board by intimidation

and threatening the Board to vote against Rakela to remove her from the ballot based on this false statement by a GLA opposing candidate.

37. The GLA Board vote violated state law conflict of interest statute section 5, since Directors— Riley, Seaver, Newby are competing candidates against Rakela. However, eliminating their vote is still a majority vote unless material facts of the transaction and the director's interest were NOT disclosed per MCA 35-2-418 section (3)(b). The material fact that the GLA Covenants allow the Board to waive any Covenant violation under section 12.01 was not brought up or considered before the vote to disqualify Rakela.

38. On October 10, 2017 Rakela emailed the GLA Board that she disagreed with the GLA's interpretation of Covenant 10.04. The covenant merely says that the "Landowner agrees to notify the Association in the event of the sale or transfer of any of the landowner's property in the Community qualifying as a Membership Interest." Montana Code 45-2-101 General Definitions (18) (e) holds that "Failure to perform, standing alone, is not evidence that the offender did not intend to perform." There is no time limit imposed in Covenant 10.04. And although "shall" is used over one hundred times in other covenants, Covenant 10.04 fails to state the imperative "*shall notify.*"

39. Even if there were perchance a covenant violation in North Glastonbury it should not affect eligibility to run as a candidate in South Glastonbury since they are considered as separate jurisdictions for the purpose of the annual election. See GLA Bylaw VI. A. and GLA bylaw VI. D. *Exhibit 2, page 6.*

40. North and South candidates are qualified separately according to GLA Bylaw VI.

A. “North Glastonbury and South Glastonbury elect candidates, respectively, on separate ballots from among two separate groups of qualifying candidates.”

(Emphasis added).

41. There was no harm done to the South Glastonbury election, as the supposed violation was in the North Glastonbury jurisdiction and not in the South Glastonbury jurisdiction.

42. Rakela October 10, 2017 email also requested a “preservation of evidence” to preserve documentation that has anything to do with this matter. However the GLA has refused to turn over tape recordings of meetings, signed conflict of interest forms signed by the competing candidates/board members and other requested documents in violation of her right to know.

43. On October 13, 2017 Rakela sent a memo to GLA Board members apprising them that there was possible legal liability regarding the manner the vote was taken as “material facts and the directors’ interest were not disclosed per 35-2-418 section (3)(b) when the vote to remove Rakela from the South Glastonbury Ballot took place.”

44. Rakela offered the GLA a simple resolution to avoid legal action— inform members that she is still eligible as a write-in candidate.

45. On October 13, 2017 Rakela received a threatening and intimidating email from competing candidate/board member Seaver stating, “I consider someone sending GLA related emails to my personal email rather than my GLA email address to be

stalking and harassment. If you continue, I will be filing a harassment and stalking lawsuit against you in my home jurisdiction of Maryland.”

46. On October 21, 2017 the GLA emailed Rakela stating they would not accept Rakela simple compromise to avoid legal action.

47. On October 30, 2017 a new ballot was mailed out to all South Glastonbury association members excluding Rakela name. The cover letter is confusing because it states “one of the candidates was not in good standing and eligible to be a candidate... The landowner has subsequently remedied their membership status and is in good standing, but is ineligible...” (*Emphasis added.*)

48. Because of the 2016 negligence of the GLA in not adjusting Rakela paid landowner assessment as requested; the subsequent 2016 GLA mishandling of Rakela votes; the 2017, GLA failure of the board to separate Rakela supposed covenant violation of a North Glastonbury parcel from her “separate and distinct” membership interests i.e. “rights, privileges, duties and responsibilities” in South Glastonbury to run as a candidate in South Glastonbury; and the 2017, failure of the board to follow the GLA Bylaws and Montana state law in their vote to disqualify and remove Rakela from the ballot, she has been vilified in the community. Rakela is well known in the arts community of the state and has had dozens of newspaper articles written about her and her good work for the youth of Park County along with dozens of thank you cards and letters of praise from parents and students for her service.

GENERAL ALLEGATIONS

1. Rakela has a valid and vested interest in her reputation in the Community.

2. Rakela and other members of the Glastonbury Landowners Association Inc.

(GLA) have a valid and vested property interest in the community of Glastonbury and its management by the GLA Board of Directors.

3. Rakela and other members of the Glastonbury Landowners Association Inc.

have a valid and vested property interest in the election of officers to the GLA board.

4. The GLA Board deprived members of the Glastonbury Landowners Association

Inc. of their due process rights concerning their Membership Interests and right to vote as defined in Covenants 3.19 and 3.20.

5. The GLA Board deprived Rakela of her due process rights concerning her right

to have her name on the South Glastonbury ballot, by using covenant 10.04 to disqualify her from being on the 2017, ballot.

6. The GLA's actions to limit voting rights of landowners who become "Members

in Good Standing" on the day of the election or in preceding weeks; to remove Kathleen Rakela from the South Glastonbury ballot does not substantially advance a legitimate public purpose. Instead they advance the interests of incumbent board members.

7. Rakela and other members of the Glastonbury Landowners Association Inc.

have a constitutional right to be free from unreasonable, arbitrary, irrational, unfair and bad faith actions instigated by the GLA Board members.

8. The GLA Board members acted unreasonably, arbitrarily, irrationally, unfairly

and in bad faith in processing, reviewing and adjudicating the voting right the

Glastonbury Landowners Association Inc.; and in their processing, reviewing, adjudicating and voting to remove of Rakela from the South Glastonbury ballot.

9. Rakela and other members of the Glastonbury Landowners Association Inc. have a constitutional right to have their membership voting right and candidate rights adjudicated by a fair and impartial tribunal.

10. The GLA and Board of Directors for the GLA have also exceeded their authority by violating membership interests by attempting to enforce, and enforcing laws and covenants that are outside the scope of the GLA covenants. For example, minor subdivision covenants, DEQ requirements, and county ordinances, for which the GLA and Board of Directors for the GLA have no authority to enforce.

COUNT 1 BREACH OF FIDUCIARY DUTY

1. Plaintiff(s) re-alleges all paragraphs within this Complaint and incorporates the same by reference as if repeated in their entirety.

2. The GLA Board of Directors seeming decision to disqualify Rakela from the South Glastonbury ballot is contrary to GLA Bylaws GLA Bylaw VI. A. and VI. D. Also it is not evident that Rakela is actually in violation of the covenant for which she was removed from the ballot. When the Board of Directors, who were also on the ballot for the 2017 board of directors' election, voted to remove Plaintiff, Kathleen Rakela, from the ballot they violated their fiduciary duty to the GLA members and Plaintiff, Rakela. All in violation of Mont. Code Ann. Sections 35-1-418, conflict of interest, 35-1-443, standard of conduct for officers, and violations of the duty to act in the "utmost good faith and loyalty to the GLA and other board of directors.

3. The GLA's rulemaking to purposely deprive members of the Glastonbury Landowners Association Inc. of their due process rights concerning their Membership Interests and right to vote as defined in Covenants 3.19 and 3.20 is contrary to GLA Bylaw Article VI B. 10, Bylaw Article XI C., and Covenant 2.0.5. The GLA is required by these Bylaws to notify members prior to making any new Rules and Regulation and allow opportunity for members to be heard and give written and oral comment *before* the board vote. The GLA failed to notify members *prior* to their rulemaking. The GLA is required to have the affirmative vote of at least 51% of the membership interests to modify, alter, amend or terminate a covenant in whole or in part. 76-3-620. The GLA does not have the affirmative vote of at least 51% of the membership interests to modify, alter, amend or terminate covenants guaranteeing members' voting rights.

4. The GLA's' unfair, unreasonable and illegal decisions have caused Plaintiff, Rakela, to incur loss and damages in a sum to be proven at trial as a result of their Breach of Fiduciary Duty.

5. On February 27, 2018, the GLA sent by certified mail, a package with back statements, in breach of contract, the GLA had with Kathleen since at least 2011. These back statements implicated Kathleen was behind in assessments and owed penalties. Kathleen has paid all assessments in full, and these back statements were inaccurate, and only sent to harass Kathleen.

COUNT 2 BREACH OF FIDUCIARY DUTY

1. Plaintiff re-alleges all paragraphs within this Complaint and incorporate the same by reference as if repeated in their entirety.

2. The GLA has failed to fairly and consistently apply the pertinent criteria Covenants, Articles of Incorporation and Bylaws when reviewing and deciding to remove Rakela from the South Glastonbury ballot.

3. No other South Glastonbury candidate has qualified to be on the ballot through a property in North Glastonbury. The Bylaws forbid such. The GLA's decision to remove Rakela from the South Glastonbury ballot because of a supposed violation in North Glastonbury is unreasonable, arbitrary, capricious, unfair, and unlawful.

4. The GLA's unreasonable, arbitrary, capricious and unlawful decisions have caused Plaintiff(s) to incur loss and damages in a sum to be proven at trial, and was a Breach of Fiduciary Duty.

COUNT 3 DECLARATORY JUDGMENT

1. Plaintiff re-alleges all paragraphs within this Complaint and incorporate the same by reference as if repeated in their entirety.

2. Plaintiff seeks to determine the rights, status, and other legal relations between the parties pursuant to the Uniform Declaratory Judgments Act, Montana Codes Annotated § 27-8-101, *et seq.* and § 76-3-*et seq.* and other applicable law.

3. Plaintiff seeks a judgment declaring that GLA's decision to take away voting rights of Members in Good Standing is, unreasonable, arbitrary, capricious, and/or contrary to the GLA Covenants and/or Bylaws or ultra vires, exceeding the authority of the of the corporation and ordering that all members who become Members in Good Standing at or before the annual election may have their votes counted.

4. Plaintiff seeks a judgment declaring that GLA's decision and vote to disqualify and remove Rakela from the South Glastonbury ballot using covenant 10.04 was unlawful, unreasonable, arbitrary, capricious, and/or contrary to the GLA Covenants and/or Bylaws or ultra vires, exceeding the authority of the of the corporation and ordering the GLA to return Rakela name to the South Glastonbury ballot.

COUNT 4 BREACH OF CONTRACT

1. Plaintiff re-alleges all paragraphs within this Complaint and incorporate the same by reference as if repeated in their entirety.

2. On or about 2011, Kathleen Rakela, had contracted verbally with the GLA, regarding the payment of her property assessments in the Glastonbury subdivision. Kathleen owned six lots at that time. Each lot has yearly assessment of \$210.00. These annual assessments are typically due quarterly. Kathleen and the GLA agreed that because Kathleen owned six lots, she could pay payments to the GLA for one lot in full at a time. This worked for the benefit of the GLA as the GLA wouldn't have to divide one payment between all six lots, or send multiple invoices quarterly. For example, Kathleen would pay the GLA \$210.00 and that payment would be full assessment payment for one lot. Furthermore, Kathleen would have all lots paid in full by July so to prevent the GLA from having to send out six separate invoices in July and again in October.

3. The GLA, now, refuses to honor this agreement with Kathleen, which has been in place and enforced by both Kathleen and the GLA since at least 2011. The GLA is now providing Kathleen with "late payment fees" and other assessments unpaid and past due. These invoices of penalties and assessments past due are only made to breach

contract and harass Kathleen, as she is not behind in her assessment payments. The GLA in fact actually tells Kathleen that she had a credit on one lot, but because it was bought by another, that new lot owner now has the credit, which should have been applied to Kathleen. Yet, at the same time, the GLA is telling Kathleen she owes seventeen (17) late fees and penalties on another lot assessment. However, Kathleen maintains this was paid in full. The GLA's correspondence is unclear, does not make logical sense and is a breach of contract for the payment of assessments Kathleen entered into with the GLA as far back as 2011.

COUNT 5: BREACH OF COVENANTS/BYLAWS

(Due Process Violations)

1. Plaintiff(s) re-alleges all paragraphs within this Complaint and incorporate the same by reference as if repeated in their entirety.

2. Rakela application to be a candidate on the South Glastonbury ballot met all the requirements of her South Glastonbury property Membership Interests to be on the South Glastonbury ballot. As a landowner of nine Glastonbury properties, Rakela has reasonable investment and a vested right in her tracts of land, the management of the community and use thereof.

3. Also, members of the Glastonbury Community have a reasonable investment and a vested right in their tracts of land, the management of the community and use thereof.

4. The GLA's disqualification and removal of Rakela from the South Glastonbury ballot and the "taking" of membership voting rights violates Plaintiffs' due process of

law as outlined in the Bylaws, Articles of Incorporation, and/or Covenants and their constitutional protections under both the Federal and Montana Constitutions.

5. The GLA is also in violation of the covenants for not providing members with notice before Board of Directors votes pursuant to Bylaw Article XI Section C. Due Process.

6. The GLA is in violation of covenants 3.19 and 3.20 by not allowing members, their voting rights for each lot they own if assessments are paid in full on those specific lots.

7. The GLA is in violation of Bylaw Article VI Section B 10, and Bylaw Article VI B 16, by adopting and voting in violation of the covenants.

8. Furthermore, the GLA Board of Directors are misinterpreting the covenants and bylaws mentioned herein.

9. The GLA and Board of Directors violation of the covenants and bylaws has caused Plaintiff damages that should be determined at trial.

COUNT 6 NEGLIGENCE

1. Plaintiff re-allege all paragraphs within this Complaint and incorporate the same by reference as if repeated in their entirety.

2. The GLA and the GLA Board of Directors were negligent in their accounting practices by failing to properly record Rakela full assessment payments in 2016, even though they were apprised of their error several times by Rakela. The GLA was negligent in that they continued to parrot an untruth repeatedly stating Rakela was delinquent in paying her South Glastonbury assessments although they were apprised otherwise. The

GLA was negligent in the handling of Rakela 2016, ballot, not counting her qualified votes and displaying the ballot to the public.

3. The GLA has also committed negligence in not applying Kathleen's assessments appropriately to her lots since 2011. This has resulted in hours spent to try to prove the GLA's claims Kathleen is behind in assessments or has penalties or late fees for assessments. The GLA has also taken Kathleen's credits to assessments and applied them to another land owner.

4. The GLA and the GLA Board of Director's actions caused Rakela to be defamed and vilified in the community and have damaged her reputation, and are liable to Plaintiff in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demand judgment against the GLA as follows:

- a. For damages in favor of Plaintiffs' claim in an amount to be determined at trial;
- c. For an order restoring Plaintiffs' voting rights as defined in the covenants;
- e. For actual damages and punitive damages resulting from the GLA's negligence, harassment and or unreasonable, arbitrary, unfair and capricious actions.
- f. For costs, interest, and attorney fees as allowed by law; and
- g. For the Board of Directors to be held personally liable for damages to Plaintiff for breach of their fiduciary duty; and
- h. For any other further relief deemed just and proper by the Court.

RESPECTFULLY SUBMITTED this 20 day of April, 2018.

By: Jami Rebsom
Jami Rebsom, Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I served a full, true and accurate copy of the foregoing document on the 20 day of April, 2018, to the following named person:

_____ by personal service

_____ by FAX to the following FAX number

α by depositing a copy of same in the United States Mail, postage prepaid, and addressed as follows:

Seth Cunningham
Brown Law Firm
315 North 24th Street
Billings, MT 59103-0849

Melanie Becnel
Melanie Becnel