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Attorneys for Defendants *Bridgetower Owners Association LLC, Association Management Incorporated, Bridgetower Homeowners Association, Inc.*

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

Adam Simonds, et al;

Plaintiffs,

vs.

Bridgetower Owners Association LLC,
via Primeland Development Corporation LLP,
via Varriale Construction Incorporated,
and Belltower LLC,
and Bews-Floyd Incorporated; and
Association Management Incorporated,
via Keystone Idaho LLC; and
Bridgetower Homeowner's Association, Incorporated
Defendants.

CASE NO.: CV01-23-05393

**NOTICE OF SPECIAL
APPEARANCE**

PLEASE TAKE NOTICE that Nathan R. Starnes, of the firm ELC Legal Services, LLC, hereby enters his special appearance pursuant to Idaho Rule of Civil Procedure 4.1, as counsel on behalf of the defendants for the purpose of filing a *Motion for a More Definite Statement* and supporting *Memo in Support of a Motion for a More Definite Statement*, pursuant to Idaho Rules of Civil Procedure 12(e).

DATED this 21st day of April, 2023.

ELC LEGAL SERVICES, LLC

By: /s/ Nathan R. Starnes
Nathan R. Starnes, Of the Firm
Attorney for Defendant *Bridgetower
Homeowners Association, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of April 2023, I caused a true and accurate copy of the foregoing document to be served upon the following, by the methods indicated, and addressed as follows:

Adam Simonds

████████████████████
████████████████████
████████████████████

- U.S. Mail
- Hand Delivered
- E-Mail
- iCourt E-Service

/s/ Beth Moore

Beth Moore
ELC Legal Services, LLC

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Defendants.

CASE NO.: CV01-23-05393

**MOTION FOR A MORE
DEFINITE STATEMENT**

COMES NOW the Bridgetower Homeowner's Association, Inc, Association Management Incorporated, and Bridgetower Homeowners Association, Inc. through their attorney of record, ELC Legal Services, LLC, and files this Motion for More Definite Statement. This motion is made pursuant to Idaho Rules of Civil Procedure 12(e) and is based upon the *Memorandum in Support of the Motion for a More Definite Statement*, and upon the records and pleadings filed herein.

DATED this 21st day of April, 2023.

ELC LEGAL SERVICES, LLC

By: /s/ Nathan R. Starnes
Nathan R. Starnes, Of the Firm
Attorney for Defendant *Bridgetower*
Homeowners Association, Inc.

CERTIFICATE OF SERVICE

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Defendants.

CASE NO.: CV01-23-05393

**MEMO IN SUPPORT OF
MOTION FOR A MORE
DEFINITE STATEMENT**

INTRODUCTION

On or about April 4, 2023, at least one Defendant¹, was served with a Summons and Complaint in this matter (the "Complaint"). The Complaint identifies as Defendants and potential

¹ Defendants are not sure which entities were served because the summons identifies all three Defendants on one summons, which seems to violate I.R.C.P. 4. Some documents were delivered by an unidentified individual to the corporate offices of Associated Management Incorporated. However, it is unclear who was being served with these documents.

defendants the following entities: Bridgetower Owners Association LLC, Primeland Development Corporation, LLP, Varriale Construction Incorporated, Belltower LLC, Bew-Floyd Incorporated, Association Management Incorporated, Keystone Idaho LLC, Bridgetower Homeowner's Association, Incorporated, The Mary Gail Floyd Family Trust and Shirley G. Bews Living Trust. There are also references to individuals Frank Varriale, Alana Walker-Ashby, Dick Miller, Shannan Buzzini, and Rose Marie Frost.

The Complaint is prolix and reads like a manifesto. It is a text-book example of a so-called "shotgun pleading." It provides Defendants with little to no understanding of what the claims against each are, how many claims are being asserted against each defendant in the caption, or what the factual basis for those claims are. It is also not clear who the real parties in interest are. Defendants have attempted to confer with Plaintiff regarding these and other issues and have not received any response of any kind.

A more definite statement is required. Aside from fundamental fairness, this Motion serves judicial economy. Absent a more definite statement, Defendants are going to have no choice but to file a series of motions to dismiss, motions for summary judgment, and, in all likelihood, I.R.C.P. 11 motions just to protect themselves from the vagueness of the Complaint and obtain notice of the actual claims against them. Defendants have no desire to do so and believe a more definite statement would be a better alternative.

Wherefore, Defendants respectfully request that the Court order Plaintiff to provide a more definite statement of his claims that (1) provide who the real parties in interest are; (2) that specifies the capacities in which the named Plaintiff is bringing his claims; (3) that provides notice of the claims that are being asserted; (4) that gives notice of which specific claims are being asserted against each specific Defendant; (5) that provides "a short and plain statement" of the factual

allegations that support these claims; and (6) that is set for in “numbered paragraphs, each limited as far as practicable to a single set of circumstances.”

APPLICABLE LAW

Pursuant to I.R.C.P. 12(e), a party may move the Court to order that the Plaintiff provide a more definite statement of the claims against it. I.R.C.P. 12(e); *Idaho Comm'n on Human Rights v. Campbell*, 95 Idaho 215,217, 506 P.2d 1 12,114 (1973). "For instance, where there is concern about vagueness in the complaint, a motion for a more definite statement may be granted." *Christensen v. Rice*, 114 Idaho 929, 931, 763 P.2d 302, 304 (Ct. App. 1988). Idaho is a notice pleading state. *Brown v. City of Pocatello*, 148 Idaho 802, 807, 229 P.3d 1164, 1169 (2010) "Under notice pleading, a party is no longer slavishly bound to stating particular theories in its pleadings." *Id.* "The key issue in determining the validity of a complaint is whether the adverse party is put on notice of the claims brought against it." *Id.* However, this permissive standard has limits. Those limits reflect the reality that a Defendant is held to be on notice of any claims raised by the pleadings. Specifically, notice pleading is subject to the constraints imposed by I.R.C.P. 8(a) and 10(b). The former states:

- (a) Claim for Relief. A pleading that states a claim for relief must contain:
 - (1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no new jurisdictional support;
 - (2) a short and plain statement of the claim showing that the pleader is entitled to relief; and
 - (3) a demand for the relief sought, which may include relief in the alternative or different types of relief.

I.R.C.P. 8(a). The latter states:

- (b) Paragraphs; Separate Statements. A party must state its claims or defenses in numbered paragraphs, each limited as far as practicable to a single set of circumstances. A later pleading may

refer by number to a paragraph in an earlier pleading. If doing so would promote clarity, each claim founded on a separate transaction or occurrence—and each defense other than a denial, must be stated in a separate count or defense.

I.R.C.P. 10(b).

“Therefore, to determine whether Defendants are entitled to a more definite statement of the complaint as to those defects complained of and the details desired, the Court must address whether Plaintiff’s Complaint complies with Rule 8(a), i.e., whether it pleads a short statement of the elements of his claims, identifying the transactions or occurrences giving rise to the claim and the elements of the prima facie case.” *Hearne v. Welch & Allan*, No. CV 05-236-S-EJL, 2006 WL 22184, at *1 (D. Idaho Jan. 4, 2006); *Brown v. City of Pocatello*, 148 Idaho 802, 807, 229 P.3d 1164, 1169 (2010); accord, e.g., *Bautista v. Los Angeles Cty.*, 216 F.3d 837, 841 (9th Cir. 2000). Courts across the nation recognize that Rule 8(a) and 10(b) bar so-called “shotgun pleadings” that are so prolix and confusing that it is difficult for a defendant to know the nature and extent of the specific claims at issue and which defendants they are plead against:

There are four basic types of shotgun pleadings: (1) those in which each count adopts the allegations of all preceding counts; (2) those that do not re-allege all preceding counts but are "replete with conclusory, vague, and immaterial facts not obviously connected to any particular cause of action"; (3) those that do not separate each cause of action or claim for relief into a different count; and (4) those that assert multiple claims against multiple defendants without specifying which applies to which. The unifying characteristic of all types of shotgun pleadings is that they fail to give the defendants adequate notice of the claims against them and the grounds upon which each claim rests.

Yeyille v. Miami Dade Cty. Pub. Sch., 643 F. App'x 882, 884 (11th Cir. 2016). As further explained by the Eleventh Circuit Court of Appeals:

The purpose of these rules [8(a) & 10(b)] is self-evident, to require the pleader to present his claims discretely and succinctly, so that,

his adversary can discern what he is claiming and frame a responsive pleading, the court can determine which facts support which claims and whether the plaintiff has stated any claims upon which relief can be granted, and, at trial, the court can determine that evidence which is relevant and that which is not. "Shotgun" pleadings, calculated to confuse the "enemy," and the court, so that theories for relief not provided by law and which can prejudice an opponent's case, especially before the jury, can be masked, are flatly forbidden by the letter, if not the spirit, of these rules.

T.D.S. Inc. v. Shelby Mut. Ins. Co., 760 F.2d 1520, 1544 (11th Cir. 1985); *Bautista v. Los Angeles Cty.*, 216 F.3d 837, 841 (9th Cir. 2000) ("Experience teaches that, unless cases are pled clearly and precisely, issues are not joined, discovery is not controlled, the trial court's docket becomes unmanageable, the litigants suffer, and society loses confidence in the court's ability to administer justice.").

The proper remedy for a party confronted with a prolix or "shotgun" pleading is to file a Motion for More Definite Statement, not a Motion to Dismiss. *Christensen v. Rice*, 114 Idaho 929, 931, 763 P.2d 302, 304 (Ct. App. 1988) ("Where there is concern about vagueness in the complaint, a motion for a more definite statement may be granted."); *U.S. ex rel. Estate of Cunningham v. Millennium Labs. of California, Inc.*, 713 F.3d 662, 664 at n.2 (1st Cir. 2013) (proper response to shotgun pleading is a motion for more definite statement); *Anderson v. Dist. Bd. Of Trustees of Cent. Fla. Cmty. Coll.*, 77 F.3d 364, 366-67 (11th Cir. 1996)(same).

A clear and concise Complaint benefits both the parties and the Court. *D.C.*, 309 F.R.D. 88, 91 (D.D.C. 2015) ("Indeed, there are occasions where "an amended complaint that more precisely explicates the plaintiff's factual allegations and legal claims will benefit both the parties and the court"); *Anderson v. Dist. Bd. Of Trustees of Cent. Fla. Cmty. Coll.*, 77 F.3d 364, 366-67 (11th Cir. 1996) ("Moreover, with the shotgun pleading out of the way, the trial judge will be

relieved of the cumbersome task of sifting through myriad claims, many of which may be foreclosed by various defenses.”); 2 Moore’s Federal Practice, § 12.36[1], at 12-95 (Mathew Bender 3d ed.) (“[I]f a complaint approaches the other extreme of being overly prolix or complex, the motion for more definite statement can assist the court in ‘the cumbersome task of sifting through myriad claims, many of which may be foreclosed by various defenses.’”). In particular, “motions for more definite statements are encouraged as tools to weed out meritless claims and clarify insufficient complaints.” *Hearne v. Welch & Allan*, No. CV 05-236-S-EJL, 2006 WL 22184, at *4 (D. Idaho Jan. 4, 2006); *Galbraith v. County of Santa Clara*, 307 F.3d 1119, 1125 (9th Cir. 2002) (noting that the United States Supreme Court has stressed the availability of a motion for more definite statement as a tool to weed out meritless claims).

ARGUMENT

A. Introduction To the Complaint.

The current version of the Complaint consists of a rambling manifesto, a misguided historical lesson on the various entities that are related, even tangentially, to the Bridgetower Subdivision, and rhetorical questions. The Complaint further makes numerous allegations of potential negligence, tortious interference, and seeks declaratory judgment. However, it is unclear if that is the actual intent of the complaint and what is actually being sought. The Complaint further attempts to create a class action where none has been granted by the Court. Ultimately, a review of the Complaint reveals, *inter alia*, numerous flaws that make answering impossible, including, that there is no paragraph numbering, contains rambling and nonsensical paragraphs, contains no clear guidance regarding which entities the Plaintiff believes is responsive for the alleged wrongdoing, and contains no clear recitation of the causes of action, con. The Complaint attempts to incorporate legalese but is done so improperly or in an extremely confusing manner.

The Complaint identifies several entities and attempts to recreate the corporate history and ownership of various entities but without any discernible purpose. It is entirely unclear regarding the need to identify and recount changes in corporate filings with the Idaho Secretary of State. Indeed, Plaintiff devotes approximately fourteen (14) single-spaced pages detailing what Plaintiff believes to be the corporate structures and workings of numerous entities, some of which remain unclear if such are named defendants. The complaint provides no clear or concise logic or reasoning, meanders through various thoughts and narratives, infers potential claims of tort liability, references to joint and several liability, and asserts allegations of breaches of contract and tortious interference generally while never actually articulating in any intelligent or meaningful way actual causes of action, defendants conduct that would support such, or damages. The Plaintiff also attempts to create a class without having actually first sought the required class certification by the Court.

Additionally, it is not entirely clear who the Plaintiff in this matter is. It is clear that Mr. Simonds is a Plaintiff, however, there are numerous references to a class action comprised of homeowners within the Bridgetower subdivision, which he purports to represent.² The specific real parties in interest, and who, if anyone, represents them are important because Defendants must be able to evaluate the need for 12(b)(7) relief in order to protect their substantive right to a single action.

Further, the Complaint contains numerous hypotheticals and questions posed, which are impossible to evaluate and respond to in an Answer. It is unclear what response can be made

² Plaintiff is a *pro se* litigant and any assertions of representation of other's rights, including a class of homeowners, is improper and constitutes the unauthorized practice of law. Mr. Simonds can only represent his interests and does not have the legal right to represent others as an unlicensed attorney. Additionally, Defendants' counsel has confirmed on the Idaho State Bar Attorney Roster that Mr. Simonds is not a licensed attorney.

because they are neither factual or legal allegations, but what amount to ponderings on the legal effect of various issues. For example, Plaintiff's Complaint asserts as follows:

1. Company Membership Removal. If Bridgetower LLC is judicially declared to have endured after its 2011 dissolution, then, as the de jure sole company member, and pursuant to IC §30-25-701(a)(3), did *Primeland's 2016 Qualification Cancellation* result in the final termination of the membership of Bridgetower LLC, and was the Company thereby dissolved, and was AMI's Company Management Contract terminated therewith, which thenceforth constitutes Defendants' tortious interference against Bridgetower Homeowners by acts of malfeasance, misfeasance, and/or nonfeasance, as alleged in §3.H.1 above?

a. Company's Absence of Authority. As alleged in §2.C.4 above, subsequent to the September 2016 cancellation of Primeland's partnership, did neither Walker-Ashby as purported Bridgetower LLC Managing Member nor AMI and/or Keystone as registered agent possess the contractual authority to operate the Company or to levy assessments against Bridgetower Homeowners?

b. Continuing Liability of De Jure Company Membership. As alleged in §3.H.2 above, did both Varriale and Buzzini maintain liability for damages sustained against Bridgetower Homeowners after Primeland's cancellation, for tortious interference by acts of nonfeasance, misfeasance, and/or malfeasance, when neglecting to dissolve Bridgetower LLC and terminate AMI's Company Management Contract prior to Primeland's partnership cancellation?

Complaint, p. 29 (emphasis in original). A response to this Complaint allegation is impossible.

The Court should require the Plaintiff to present the parties with a properly drafted Complaint that can be fairly evaluated and responded to.

B. Grounds To Support a More Definite Statement.

1. A More Definite Statement Is Required as A result of Unclear Defined Terms Included in the Complaint.

The Complaint contains overlapping and unclear terms throughout. There are terms that are used inconsistently and have the effect of making it nearly impossible to determine whether

and to what extent allegations and claims apply to specific Defendants. While this is not Defendants' most substantive argument, Defendants address it first because it will aid the Court in attempting to parse excerpts from the Complaint that pertain to other arguments set forth below.

Plaintiff references various Defendants as having joint and several liability but also discusses the involvement of each putative Defendant in a vague way that is problematic and impossible to discern the conduct attributable to each. Moreover, Plaintiff references various other entities and individuals, such as Bew-Floyd, Varriale, and Walker-Ashby as potential alter-egos of other entities. *See, e.g.*, Complaint, pp. 6-7. In light of the inconsistent definitions and references it is unclear if these entities and individuals are actually Defendants. The issues become hopelessly muddled by other allegations in the Complaint. It is simply not clear who are actually identified as Defendants and what relevance and role the entities and individuals actually have, if any, in this litigation. The complications related to answering the Complaint are furthered exacerbated as a result of the claims of joint and several liability without identifying a link for such liability (setting aside the inability for joint and several liability in contract).

Simply put, the Plaintiff needs to cogently set forth who is being sued, the claim(s) that are being made against each defendant, and the facts—taken as true—that support those claims. If defined terms are to be used, they should be comprehensible and consistent. Anything else prevents each defendant from having sufficient notice of the claim(s) against them, makes it impossible to accurately respond to the Complaint, and will needlessly complicate future motions and discovery. The distinctions are particularly important where, as here, Plaintiff apparently intends to pursue both contractual and tort claims as well as some potential reverse veil-piercing claim that spans multiple entities.

2. A More Definite Statement Is Required Regarding Who the Real Parties in Interest Are and The Capacity in Which They are Bringing Suit.

The caption of the Complaint is extremely confusing and suggests multiple Plaintiffs. Specifically, the Complaint is captioned “Adam Simonds, et al” as Plaintiff. As this Court knows, “et al.” is a Latin term which means “and others.” Black’s Law Dictionary 591 (8th ed. 1999). This suggests that Mr. Simonds, a pro se litigant, is attempting to represent other Plaintiffs, which is impermissible. However, it is unclear whether there are other Plaintiffs. Specifically, there are approximately twenty (20) individuals who have apparently attempted to identify themselves as Plaintiffs through a signed letter. *See* Complaint, Ex. X. It is unclear who are the actual plaintiffs in this matter and in what capacity they are bringing suit.

It is well established Idaho law that a non-lawyer may only represent themselves as a pro se litigant. The attempt to represent others or even a class is improper and cannot be sustained by the Court. The Complaint as pled gives Defendants no indication of whether the named Plaintiffs in this case that are actually represented and what role, if any, they have in this case. To protect their right to a single action, Defendants will be forced to file a 12(b)(7) motion to dismiss because it appears that all necessary parties have not been joined. Both due process and judicial economy require a more definite statement.

3. A More Definite Statement Is Required Because of Plaintiff’s Failure to Set Forth Claims Against Individual Defendants and Confusing Use of Exhibits and References by Incorporation.

The confusion set for the above is further compounded by the fact that Plaintiff’s Complaint ostensible contains numerous claims for liability against “all defendants.” For example,

the introductory paragraph to the Section 4: “Causes of Action: Restatement of Allegations for Verified Answer and Judgment” is nonsensical and impossible to respond to:

The allegations which require Defendants’ verified answer under oath, and for which Plaintiff requests this Court’s findings of fact, conclusions of law, and declaratory judgements [sic], are hereinbelow restated and reorganized in alignment with cases of action. Said causes contain three elements: a right in favor of the Plaintiff by whatever means and under whatever law or contract it arises or is created; an obligation on the part of Defendants to respect or not to violate such right; and an act or omission on the part of Defendants which is violative of the right of the Plaintiff, or constitutes a breach of the obligation of the Defendants to the Plaintiff. Said restated allegations are connected to prior allegations by reference, and thereby Defendants’ answers and this Court’s judgment must address the entirety of the referenced allegations and the declarations, exhibits, and referenced contemplations therewith, and not only those restatement hereafter.

Complaint, pp. 23-24.

The causes of action then proceed to pose ten pages of hypothetical questions somehow associated with causes of action, which cannot be answered by the Defendants. The Complaint’s incorporation of documents, prior referenced allegations, and generalized grouping of Defendants is confusing. Further, the tangential allegations provide Defendants with no notice the actual claims against them. This is a classic example of a shotgun pleading. *Strategic Income Fund, L.L.C. v. Spear, Leeds & Kellogg Corp.*, 305 F.3d 1293, 1295 (11th Cir. 2002) (“The typical shotgun complaint contains several counts, each on incorporating by reference the allegations of its predecessors, leading to a situation where most of the counts (i.e., all but the first) contain irrelevant factual allegations and legal conclusions. Consequently, in ruling on the sufficiency of a claim, the trial court must sift out the irrelevancies, a task that can be quite onerous.”); *Wagner*

v. First Horizon Pharm Corp., 464 F.3d 1273, 1279 (11th Cir. 2006) (“Shotgun pleadings wreak havoc on the judicial system.”).

The proper remedy in this situation is for a more definite statement. *Christensen v. Rice*, 114 Idaho 929, 931, 763 P.2d 302, 304 (Ct. App. 1988); *Ledford v. Peebles*, 605 F.3d 871, 892 (11th Cir. 2010), vacated on other grounds, 657 F.3d 1263 (11th Cir. 2011) (“When faced with a complaint in which the counts incorporate by reference all previous allegations and counts, the district court must cull through the allegations, identify the claims, and, as to each claim identified, select the allegations that appear to be germane to the claim. This task can be avoided if the defendant moves the court for a more definite statement of if the court, acting on its own initiative, orders a repleader.”); *U.S. ex rel. Estate of Cunningham v. Millennium Labs. of California, Inc.*, 713 F.3d 662, 664 at n.2 (1st Cir. 2013) (proper response to shotgun pleading is a motion for more definite statement).

As it currently stands, the causes of action are indecipherable, and the Complaint fails to clearly articulate who is liable for what causes of action. Because it is unclear what the actual causes of action being alleged are and against whom they are levied requires this Court to order an amended complaint. Otherwise, Defendants are left to guess what the actual claims are. This will inevitably lead to, *inter alia*, multiple motions to dismiss and discovery problems.

4. A More Definite Statement is Required Because the Length and Compound Nature of Individual Paragraphs Makes It Impossible to Provide a Clear Answer or Objection.

A more definite statement is also merited by the sheer length and compound nature of the individual paragraphs in the Complaint. It is difficult, if not impossible, to provide a cogent answer

to many of these paragraphs. For example, the introduction paragraph of the complaint is over a page long, single spaced, and states:

1. **Introduction.** In the Meridian residential neighborhood known as Bridgetower (hereinafter Bridgetower Subdivision), the owners of nine hundred seventy (970) distinct single-family residences (hereinafter Bridgetower Homeowners) exist in a state of disorder due to absence or nonrecognition of contractual and statutory authority. Such anarchy is created by uncertainty regarding whether our association is in fact a limited liability company pursuant Idaho Code (IC) Title 30 Chapter 25, an unincorporated nonprofit association pursuant IC §30-27 as Plaintiff herein alleges, or a newly-formed nonprofit corporation pursuant [sic] IC §30-30. Such ambiguity is cautiously articulated in ELC Legal Services' (hereinafter ELC) February 6th, 2023 HOA Structure Opinion Letter (hereinafter ELC Opinion) to Bridgetower Subdivision Homeowners and Association Management Inc., as evidenced by *Exhibit A* attached herewith. For reference, Bridgetower Subdivision is graphically depicted in *Exhibit B* attached herewith.

Until recently, Bridgetower Homeowners believed ourselves to be members of a foundationally legitimate homeowners' association, the community property of which we shared ownership and were jointly obligated to maintain, the leadership of which we possessed equal shares in the right to select, and the governance of which we held contractual and statutory authority by vote. Because of misapprehension and/or misrepresentation by the commercial entities who were purportedly vested into management over Bridgetower Homeowners and the areas common to Bridgetower Subdivision, said homeowners were unaware of our prior and ongoing disenfranchisement until after the ELC Opinion became available to us. Thenceforth upon investigation, Bridgetower Homeowners acquired greater knowledge of Bridgetower Owners Association LLC's foundational contractual defectiveness, and of subsequent untenable and/or improper acts by those who purported to manage same without accountability to said homeowners, which constitutes Defendants' breach of contract, negligence, and/or tortious interference, contingent upon this Court's findings of fact, conclusions of law, and declaratory judgements.

This paragraph is not "limited as far as practicable to a single set of circumstances" nor is it "a short and plain statement of the claim showing that the pleader is entitled to relief." I.R.C.P. 8(a)(2); 10(b). Defendants should not be required to try to craft an answer and objections to such

verbose, nonsensical and needlessly compound allegations. *Salahuddin v. Cuomo*, 861 F.2d 40, 41 (2d Cir. 1988) (“The statement should be short because ‘unnecessary prolixity in a pleading places an unjustified burden on the court and the party who must respond to it because they are forced to select the relevant material from a mass of verbiage.’”).

CONCLUSION

The Complaint, as drafted, is an invitation for mayhem, confusion, and needless expense for both parties and the Court. Defendants contend that this is at best, a nonsensical attempt by a disgruntled homeowner to do nothing more than create frivolous and harassing litigation for the sole purpose of satisfying some unknown grudge against the management company and fellow homeowners, or at worst, a concerted effort to interfere with the homeowner selected management company for Mr. Simmons personal gain. If Plaintiff desires to assert allegations as part of a complex commercial litigation that is his prerogative. However, he has an obligation to make a short plain statement of his claims so that Defendants are provided with proper notice of the claims against each of them and can fairly respond and defend themselves.

Therefore, based on the aforementioned, Defendants respectfully request that the Court order Plaintiff to provide a more definite statement of his claims that: (1) provide who the real parties in interest are; (2) specify the capacities in which the named Plaintiff or Plaintiffs, as the case may be, is bringing claims; (3) provide notice of the claims that are being asserted; (4) give notice of which specific claims are being asserted against each specific Defendant; (5) provide “a short and plain statement” of the factual allegations that support these claims; and (6) set forth in “numbered paragraphs, each limited as far as practicable to a single set of circumstances.”

DATED this ____ day of April, 2023.

ELC LEGAL SERVICES, LLC

By: /s/ Nathan R. Starnes
Nathan R. Starnes, Of the Firm
Attorney for Defendant *Bridgetower
Homeowners Association, Inc.*

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Attorneys for Defendants *Bridgetower Owners Association LLC, Association Management Incorporated, Bridgetower Homeowners Association, Inc.*

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
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Adam Simonds, et al;

Plaintiffs,

vs.

Bridgetower Owners Association LLC,
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Association Management Incorporated,
via Keystone Idaho LLC; and
Bridgetower Homeowner's Association, Incorporated
Defendants.

CASE NO.: CV01-23-05393

**NOTICE OF HEARING ON
MOTION FOR A MORE
DEFINITE STATEMENT**

NOTICE IS HEREBY GIVEN that Defendants Bridgetower Homeowner's Association, Inc, Association Management Incorporated, and Bridgetower Homeowners Association, Inc. through their attorney of record, ELC Legal Services, LLC, will call their *Motion for a More Definite Statement* for hearing on the 30th day of May 2023 at 2:30 p.m., via Webex – the Honorable Peter G. Barton presiding.

DATED this 25th day of April, 2023.

ELC LEGAL SERVICES, LLC

By: /s/ Nathan R. Starnes
Nathan R. Starnes, Of the Firm
Attorney for Defendant *Bridgetower
Homeowners Association, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of April 2023, I caused a true and accurate copy of the foregoing document to be served upon the following, by the methods indicated, and addressed as follows:

Adam Simonds

[REDACTED]
[REDACTED]
[REDACTED]

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/s/ Beth Moore

Beth Moore
ELC Legal Services, LLC