

Adam C. Simonds
1885 W Tanero St
Meridian, Idaho 83646
(208) 350-8781
acsimonds@msn.com

Plaintiff pro se

**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;

Plaintiff

v.

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

CV01-23-05393
Case No.

**VERIFIED COMPLAINT FOR
DECLARATORY JUDGEMENT,
WRIT OF POSSESSION,
AND PEREMPTORY WRITS
OF PROHIBITION AND MANDATE**

COMES NOW aggrieved party and Plaintiff Adam Simonds, who hereby makes application for this Court's Declaratory Judgement, Writ of Possession, and Peremptory Writs of Prohibition and Mandate by way of this Verified Derivative Class Action, pursuant to the Statutes of the State of Idaho and Idaho Rules of Civil Procedure. Plaintiff prays for injunctive remedy and declaratory relief from this Court of competent jurisdiction, for the purpose of protecting his rights and declaring his just obligations as a homeowner in Bridgetower Subdivision, as well as those rights and obligations of the de facto Bridgetower Homeowner Class of which he is a member. Plaintiff also prays for recovery of the share of community property ownership, possession, and control to which he is rightfully entitled, and thereby for said class's recovery of its aggregate community property, and of aggregate economic damages sustained against the detention thereof.

0. Structure of Complaint. The contents of this complaint are structured as follows:

1. **Introduction.** p. 4
2. **Declaration and General Allegations** p. 5
 - A. Joint Tortfeasors
 - B. Bridgetower LLC
 - C. AMI/Keystone
 - D. Bridgetower Inc.
 - E. Tort Damages
 - F. Property Recovery
3. **Foundational Chronology with Exhibits and Additional Allegations** p. 9
 - A. 2000 Primeland
 - B. 2001 Bridgetower Homeowner Covenants and Bridgetower LLC Operating Agreement
 - C. 2002 Bridgetower LLC Organization
 - D. 2009 Contracted Manager and Registered Agent AMI
 - E. 2011 Primeland Partnership Change
 - F. 2011 Bridgetower LLC Administrative Dissolution and Purported Reinstatement
 - G. 2011 Bridgetower LLC Operational Deviation
 1. 2002-2009 Management
 2. 2011-2022 Purported Membership
 3. 2011-2022 Purported Signatories
 - H. 2016 Primeland Cancellation and Bridgetower LLC Membership Termination
 - I. 2020 Bridgetower LLC Term Expiration
 - J. 2022 AMI Dissolution
 - K. 2022 Bridgetower LLC Second Registered Agent
 - L. 2022-23 AMI Assessment Increase
 - M. 2023 Bridgetower Inc. Incorporation
 - N. 2023 Bridgetower LLC Active Dissolution
 - O. 2023 Annual Meeting
 - P. 2023 Defendants' Joint Complicity
 - Q. 2023 Demand for Payment
 - R. 2023 Defendants' Communications.
 - S. 2023 Class Member Signatural Support
4. **Causes of Action: Restatement of Allegations for Verified Answer and Judgement** p. 23
 - A. **2002 Foundational Deficiencies** – Breach of Contract, Negligence, and Tortious Interference
 1. Class Creation
 - a. Covenant Perpetuity
 - b. Class Membership
 - c. Class Standing
 - d. Governing Document Liability
 2. Taxation Without Representation
 - a. Homeowner Disenfranchisement
 - b. Company Membership
 - c. Lack of Company Membership
 - d. Contractual Ownership Breach
 - e. Contractual Injury
 - f. Invalid Assessment Tort
 3. Bridgetower Property Ownership
 - a. Bridgetower Property Value
 - b. Bridgetower Property Liability and Maintenance
 - B. **2009 Contracted Manager AMI** - Breach of Contract, Negligence, and Tortious Interference
 1. Negligence
 - a. Intent
 2. Gross Negligence
 - C. **2011 Company Dissolution and Purported Reinstatement** – Breach of Contract, Negligence, and Tortious Interference
 1. De Jure Company Control
 2. De Jure Company Dissolution and Purported Reinstatement
 - a. Company Usurpation

- b. Management Invalidity
 - c. Primeland's Culpability
 - d. AMI's Absence of Authority
 - e. AMI's Liability
 - f. Varriale's Ascendancy and Liability
 - g. Primeland Partners' Liability
 - 3. Operational Deviation and Company Membership Absence
 - a. Voluntary Company Membership
 - b. Company Membership and Signatural Impropriety
 - c. Impropriety Awareness
 - d. Purported Legitimization of Company Membership
 - D. **2016 Primeland Cancellation and Company Dissolution** - Breach of Contract, Negligence, and Tortious Interference
 - 1. Company Membership Removal
 - a. Company's Absence of Authority
 - b. Continuing Liability of De Jure Company Membership
 - E. **2020 Company Term Expiration** - Breach of Contract, Negligence, and Tortious Interference
 - 1. Company Termination
 - F. **2022-2023 Defendants' Coverup Complicity** - Breach of Contract, Negligence, and Tortious Interference
 - 1. AMI's Implosion
 - 2. Gruber's Company Usurpation
 - a. Keystone's Liability
 - 3. Strickland's Company Usurpation
 - 4. Bridgetower Inc.'s Company Usurpation
 - a. Bridgetower Inc.'s Purported Authority
 - 5. Defendants' Joint Complicity
 - a. Bridgetower Inc.'s Collusion
 - b. Bridgetower Homeowner Assessment Recovery
 - c. Individual Damages
 - d. Aggregate Class Damages
 - 6. Pretense of Company Legitimacy
 - a. Evidence of Company Illegitimacy
 - 7. Bridgetower Inc. Nonconformance
 - G. **2023 Operational Illegitimacy** – Breach of Contract, Negligence, and Tortious Interference
 - 1. AMI's Illegitimacy Awareness
 - 2. Excessive Assessment Increase
 - 3. Bridgetower Inc.'s Statutory Noncompliance
 - a. Bridgetower Inc's Directorship Illegitimacy
 - 4. Covenant Unsoundness
5. **Contemplations of Law**
- A. Class Action
 - B. Derivative Action
 - C. Writ of Prohibition
 - D. Temporary Restraining Orders
 - E. Preliminary Injunctions
 - F. Costs and Fees
 - G. Writ of Mandate
 - H. Writ of Possession
 - I. Verification
 - J. 2001 Contractual Want or Failure of Consideration
 - K. 2011 Primeland Dissociation Causing LLP & LLC Dissolution
 - 1. Primeland's Undertaking Completion and Bews-Floyd's Dissociation
 - 2. Bews-Floyd's Potential Liability Removal
 - 3. Lack of Partnership Amendment
 - L. 2011 Bridgetower LLC De Jure Dissolution and Operational Deviation
 - M. 2016 Primeland Affirmatively Consents to Company Dissolution
 - N. 2020 Bridgetower LLC Contractual Termination
 - O. 2023 Bridgetower Inc. Membership Dichotomy

1. Member and Third Party's Power to Act
2. Corporate Membership Qualification
3. Implied Consent to Corporate Membership

6. **Demand for Judgement**

p. 44

- A. Judgement
- B. Class Certification
 1. Identification and Certification Order
 2. Notice
 3. Subclasses
 4. Appointment of Counsel
 5. Representative Party
- C. Injunctions
 1. Alternative Writ of Prohibition
 2. Temporary Restraining Orders
 3. Peremptory Writ of Prohibition
- D. Costs and Fees
- E. Delivery of Property
- F. Recovery of Economic Damages
- G. Governing Document Modification
- H. Relief in the Alternative

7. **Verification**

p. 49

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 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.

2. Declaration and General Allegations. Plaintiff proceeds to declare the overall facts of the case and the general allegations relevant thereto, including identification of Defendants who are jointly and severally liable for damages caused by acts alleged hereinafter, and including a general accounting of said damages.

A. Joint Tortfeasors. The short title of this action is *Simonds et al v. Bridgetower LLC*, with Bridgetower LLC meaning the collective membership, partnership, and management entities identified herein as Defendants, and not meaning Bridgetower Homeowners. This action moves against each Defendant entity identified herein as joint tortfeasors, and against each entity's individual members, legal representatives, agents, employees, assigns, and/or successors, particularly including but not limited to the individual persons identified herein. Excepting Primeland Development Corporation LLP (hereinafter Primeland) and its three partnership entities, all other entities identified as Defendants share the same address of 3140 W Belltower Drive in Meridian, Idaho, 83646.

1. Plaintiff alleges that all Defendants named herein acted with complicity to injure the rights of fee simple homeowners in Bridgetower Subdivision, and thereby that Defendants are jointly and severally liable for damages sustained against same which were caused by acts of nonfeasance, misfeasance, and/or malfeasance constituting breach of contract, negligence, and/or tortious interference, and which render Bridgetower LLC's assessments to have been invalid after any or all of such tortious acts, contingent on this Court's findings of fact, conclusions of law, and declaratory judgements.

B. Bridgetower LLC. Bridgetower Owners Association LLC (hereinafter Bridgetower LLC or *the Company*) was formed in 2002 by Primeland, as an ostensible homeowners' association of which it was the de jure sole member, and the managing member thereby. In April 2011 Primeland allowed Bridgetower LLC's administrative dissolution contemporaneously with the completion of Primeland's particular undertaking, namely development of Bridgetower Subdivision. Thereafter, in September 2016 Primeland's limited liability partnership was affirmatively cancelled, but two of its three known partnership entities endure as Varriale Construction Inc. (hereinafter Varriale Inc.) and Belltower LLC (hereinafter Belltower). Varriale Inc's last reported address is 2018 South Pond Street in Boise, Idaho, 83705, and Belltower's last reported address is 4702 Hillcrest View Drive in same.

Former Bridgetower LLC partner Bews-Floyd Incorporated (hereinafter Bews-Floyd) dissociated from Primeland concurrently with the completion of the partnership's particular

undertaking in January 2011. Thereafter, Bews-Floyd filed articles of dissolution with Idaho's Secretary of State in 2013, but its shareholders likely endure as The Mary Gail Floyd Family Trust and Shirley G. Bews Living Trust.

1. Plaintiff alleges that Primeland's contractual negligence injured the rights of individual Bridgetower Homeowners and the aggregate class thereby, by executing foundationally-defective Bridgetower-LLC governing documents which were inadequate for the purpose of creating a homeowners association of which the management is statutorily justifiable, for which the operation is transparent and accountable to said homeowners, and in which said homeowners possess and preserve a vested interest in ownership, maintenance, and control of the community's property in perpetuity.
2. Plaintiff alleges that it cannot be shown that Bridgetower Homeowners other than Primeland partners are now or ever were members of Bridgetower LLC, or that said homeowners ever possessed or exercised a share of control over either the Company or its management entities, or that said homeowners ever received or possessed a transferrable interest from same; to wit: Plaintiff alleges the contrary.

If Bridgetower Homeowners are members of the Company, then the Company's contract was breached when it failed to convey a transferrable controlling interest in the Company to said homeowners; if said homeowners are not members, then the Company has no contractual authority to levy assessments against said homeowners. In either case, assessments levied by the Company are invalidated.

3. Because the contractual defects of Bridgetower LLC's governing documents served to foundationally disenfranchise Bridgetower Homeowners, Plaintiff alleges that the Company never possessed the statutory authority to levy assessments against said homeowners for the maintenance of purported community property in which no foundational contractual or statutory interest was conveyed, and thereby that the Company is liable for economic damages sustained against said homeowners for all such invalid assessments.

C. AMI/Keystone. In December 2009 Primeland hired Association Management Inc. (hereinafter AMI) as a contracted manager, to fulfill the operational responsibilities of managing its property and the community for the Company. The Company's registered agent was changed from Primeland to AMI at that time. In April 2011, after Primeland allowed the Company to be administratively dissolved (aforementioned in §2.B above), Alana Walker (now Ashby, hereinafter Walker-Ashby) of AMI purported to act as Company Managing Member when applying to Idaho's Secretary of State for said LLC's reinstatement. Then in May 2011 Walker-

Ashby purported to remove Primeland as Company Managing Member, and to contemporaneously vest management authority onto the *person* of herself, whereas not onto her management company AMI.

Thereafter, acting in the capacity of AMI's chief executive officer, Walker-Ashby filed AMI's *Articles of Dissolution* with Idaho's Secretary of State in May of 2022, yet AMI's operation endures to the present time as the entity who purports to manage the affairs of Bridgetower Homeowners on behalf of the dissolved Company. In June 2022, after receiving a *Notice of Determination* from Idaho's Secretary of State that Bridgetower LLC's delinquent registered agent status was grounds for administrative revocation of its registration, the Company purportedly changed its registered agent from AMI to Keystone Idaho LLC (hereinafter Keystone), which presumably acquired AMI's interests via entity transaction; nonetheless, AMI's operation as Bridgetower Subdivision's contracted manager continues to purportedly endure.

1. As both a non-member and a non-manager of the Company, Plaintiff alleges that Walker-Ashby lacked contractual and statutory authority to make application to Idaho's Secretary of State for Bridgetower LLC's reinstatement, and that said application was untenable or improper, which constitutes gross negligence and/or tortious interference by acts of malfeasance and/or misfeasance.
2. As both a non-member and a non-manager of the Company, Plaintiff alleges that Walker-Ashby lacked contractual and statutory authority to entitle herself as Company Managing Member, and that said entitlement was untenable or improper, which constitutes gross negligence and/or tortious interference by acts of malfeasance and/or misfeasance.
3. Plaintiff alleges that, subsequent the Company's *April 2011* dissolution (aforementioned in §2.B above), Walker-Ashby (as purported Bridgetower LLC Managing Member) and AMI/Keystone (as the Company's registered agent) both lacked contractual statutory authority to operate the Company and levy assessments against Bridgetower Homeowners.
4. If the previous allegation is disproved by judicial declaration, then Plaintiff alleges that, subsequent the *September 2016* cancellation of Primeland's partnership (aforementioned in §2.B above), Walker-Ashby as purported Bridgetower LLC Managing Member and AMI/Keystone as the Company's registered agent both lacked contractual statutory authority to manage the Company and levy assessments against Bridgetower Homeowners.

D. Bridgetower Inc. On February 22, 2023, minding the inadequate plan proposed in the ELC Opinion, three Bridgetower Homeowners filed nonprofit *Articles of Incorporation* for Bridgetower

Homeowner's Association Inc. (hereinafter Bridgetower Inc. or *the Corporation*), in which they ostensibly appointed themselves directors of same and contemporaneously executed *Bylaws* for same, but only by the concurrence of Primeland's partners. As evidenced in the ELC Opinion (Exhibit A), both documents were drafted by ELC acting in their capacity as counsel for Bridgetower LLC, AMI, and/or Keystone, with the legal fees for ELC's work product transferring to Bridgetower Homeowners via AMI assessments. At least two of said directors were previous members of a purported advisory committee for Bridgetower LLC and/or AMI, which was ostensibly formed to represent the interests of Bridgetower Homeowners. Despite the corporation's purported attempt to enfranchise Bridgetower Homeowners by way of its own nonprofit incorporation,

1. Plaintiff alleges that, by colluding with aforementioned Defendants, Bridgetower Inc. is an adversarial party against the interests of Bridgetower Homeowners, even if its directors are de facto members of the Bridgetower Homeowners Class, and as such, Bridgetower Inc. is liable for damages sustained against said class by collusive acts of malfeasance, misfeasance, or nonfeasance.

E. Tort Damages. If Plaintiff's allegation in §2.B.3 above is substantiated, then beginning in April 2004 when Plaintiff first purchased a home in Bridgetower Subdivision, and continuing thereafter until the present time, the Company owes Plaintiff an amount equaling seventy-five (75) quarterly-paid assessments, specifically \$11,250.00, either for the Company's breach of contract or for its invalidly-levied assessments.

If Plaintiff's allegation in §2.C.4 above is substantiated, then beginning in September 2016 when Primeland's partnership cancellation terminated Bridgetower LLC's membership, AMI's invalidly-levied \$600 annual assessments total at least \$3,900 per Bridgetower homeowner to date, which, when multiplied across all nine hundred seventy (970) of said homeowners, aggregates to at least \$3,783,000 in economic damages against the Bridgetower Homeowner Class for said invalid assessments. If breach of contract, negligence, or tortious interference is declared to have been committed by any Defendants identified herein prior to September 2016 as alleged, said damages may accrue to many millions of dollars more, contingent upon this Court's findings of fact, conclusions of law, and declaratory judgements.

1. If the Court's adjudication favors individual class members over the aggregate Bridgetower Homeowner Class, then Plaintiff alleges that the Company, its membership entities, its management entities, and the nonprofit corporation it purported to create for the benefit of Bridgetower Homeowners are jointly and severally liable for \$11,250 in individual financial damages sustained against Plaintiff Adam Simonds for invalidly levied assessments, either because of the Company's breach of contract if he is a member or

for tortious interference by way of invalidly-levied assessments if he is not, from the time of his April 2004 home purchase in Bridgetower Subdivision until the present, or alternatively after such later time as the Court declares is appropriate.

2. If the Court's adjudication favors the aggregate Bridgetower Homeowner Class over class members individually, then Plaintiff alternatively alleges that the Company, its membership entities, its management entities, and the nonprofit corporation it purported to create for the benefit of Bridgetower Homeowners are jointly and severally liable for aggregate economic damages sustained against said class since the creation of Bridgetower Subdivision, or after such later time as the Court declares is appropriate.

Plaintiff prefers that the Court's adjudication favors the aggregate Bridgetower Homeowner Class over class members individually.

F. Property Recovery. A reasonable expectation of community property ownership is created by Bridgetower Homeowners' established practices of paying assessments to Bridgetower LLC's management entities (whether purported or not) for preservation, maintenance, and improvement of Bridgetower Subdivision's community property areas (hereinafter Bridgetower Property). Bridgetower Property is particularly described as all valueless improved ground which abuts and adjoins Bridgetower Homeowners' individual residential lots, and which is owned by Bridgetower LLC and/or its partnership and management entities.

1. Plaintiff alleges that lasting Bridgetower Homeowners are entitled to delivery, possession, and ownership of Bridgetower Property and all improvements thereon, and hereby claims delivery of said property to Bridgetower Homeowners upon this Court's final judgement, against Bridgetower LLC's wrongful detention of same.
2. Plaintiff alleges that Bridgetower Property is valueless, which allegation is substantiated by land records on file with Ada County Assessor.
3. Plaintiff alleges that Defendants currently and exclusively own Bridgetower Property, and therefore are exclusively jointly and severally obligated to maintain said property, and are also exclusively jointly and severally liable for personal injuries on said property, until such time as this Court's final judgement may declare such ownership, obligation, and liability to have ended.

3. Foundational Chronology with Exhibits and Additional Allegations. Because the contractual and statutory authority of Bridgetower LLC and AMI over Bridgetower Homeowners is untenable if not improper, as well as the authority of its derivative members, agents, representatives, employees, assigns, and successors thereby, the events founding such untenability and impropriety

are chronologically itemized and exhibited as follows, along with Plaintiff's additional declarations and allegations against such acts of nonfeasance, misfeasance, and/or malfeasance which constitute the causes of action hereinafter:

A. 2000 Primeland. An *Application for Registration of Limited Liability Partnership* for Primeland Development Company LLP was filed with Idaho's Secretary of State on July 11, 2000, as executed by Frank Varriale in his capacity as President of Varriale Construction Incorporated. Bews-Floyd is not identified as a Primeland partner until six years thereafter, on Primeland's *Annual Report to Idaho's Secretary of State dated July 7, 2006*. Said documents are both evidenced by **Exhibit C** attached herewith.

Primeland was a partnership for a particular undertaking, namely the development of Bridgetower Residential Subdivision and Primeland Commercial Subdivision. As Bridgetower LLC's developer and covenant declarant, Primeland Managing Partner Frank Varriale is the prime Defendant, the connection to whom the joint and several liability of all other Defendants is founded.

B. 2001 Bridgetower Homeowner Covenants & Bridgetower LLC Operating Agreement. Primeland Managing Partner Frank Varriale executed the *Declaration of Covenants, Conditions, and Restrictions for Bridgetower Subdivision No. 1* (hereinafter Bridgetower Covenants) on November 27, 2001, and contemporaneously executed the *Operating Agreement for Bridgetower LLC* therewith (hereinafter Operating Agreement), as evidenced by **Exhibits D & E** attached herewith. The sheet added to said covenants to accommodate recording information indicates that same was filed with the Ada County Recorder many months thereafter, on October 3, 2002.

1. Plaintiff alleges that Varriale acted in the capacity of Primeland Managing Partner and not in the capacity of Bridgetower LLC Managing Member when executing Bridgetower Covenants and Operating Agreement.
2. Although significant portions of Bridgetower Covenants and Operating Agreement are untenable and/or improper, Plaintiff alleges that the primary defect of both governing documents is the unlawful attempt to bind Bridgetower Homeowners into Bridgetower LLC membership and financial obligation thereby, while concurrently disenfranchising said homeowners from their rightful transferrable interest in said company.
3. If Bridgetower Homeowners are declared to be members of the Company, then Plaintiff alleges that Bridgetower Covenant's and Operating Agreement's identification of Bridgetower Homeowners as members of the Company constitutes Primeland's breach of contract by acts of misfeasance and/or nonfeasance, for failing to convey a

transferrable controlling interest in the Company's management and/or assets to said homeowners.

4. If Bridgetower Homeowners are declared not to be members of the Company, then Plaintiff alleges that Primeland's ongoing disenfranchisement of Bridgetower Homeowners constitutes tortious interference by acts of malfeasance, misfeasance, and/or nonfeasance, for invalidly levying assessments against Bridgetower Homeowners while lacking the contractual authority to do so, and for the wrongful detention of Bridgetower Property from same.

However, despite its defects as a governing document, because Bridgetower Covenants are referenced in each individual homeowner's purchase agreement, and because the established practices of Bridgetower Homeowners historically adhere to same,

5. Plaintiff alleges that Bridgetower Covenants are foundational to creating the Bridgetower Homeowner Class, and foundational to creating rights favoring the Plaintiff and duties obliging Defendants thereby,
6. Plaintiff alleges that the contractual and statutory authority of Bridgetower covenants to constrain the individual actions of lasting Bridgetower Homeowners endures in perpetuity, unless and until same is invalidated by statutory authority or this Court's order.
7. Plaintiff further alleges that the Bridgetower Homeowner Class includes all individuals or entities who formerly owned homes in Bridgetower Subdivision, as well as owners of homes in all Bridgetower plat annexations.
8. As contemplated in §5.J hereinbelow, Plaintiff alleges that the foundational defects of Bridgetower Covenants are so severely untenable that same cannot endure as Bridgetower Homeowners' governing document without this Court's declaratory judgement regarding the invalidity of such untenable parts, and without such amendments or modifications as may be appropriately ordered to ameliorate the onerous requirements of such an unconscionably restrictive governing document as Bridgetower Covenants demonstrably is.

C. 2002 Bridgetower LLC Organization. *Articles of Organization for Bridgetower LLC* were filed with the Secretary of State on January 9, 2002 by Primeland, which was acting as the sole member of the Company. Contemporaneously with the Company's organization, Primeland vested itself as Company Managing Member, and thereby vested Primeland Managing Partner Varriale as same. Said articles are evidenced by **Exhibit F** attached herewith. Thereby upon organization, as contemplated in §5.J hereinbelow,

1. Plaintiff alleges that the Company's Operating Agreement (Exhibit E) was contractually defective for the purpose of constructing an incorporated homeowners' association in which Bridgetower Homeowners possess and preserve a vested interest in ownership, possession, maintenance, and control of the community's property in perpetuity, and that therefore Bridgetower Homeowners instead endured thenceforth as an unincorporated nonprofit association pursuant IC §30-27.
2. Plaintiff alleges that Bridgetower LLC's foundational contractual defectiveness, as articulated in the previous allegation, constitutes either foundational want of consideration or subsequent failure of consideration, but in either case breach of contract against the Bridgetower Homeowner Class thereby.

D. 2009 Contracted Manager and Registered Agent AMI. After its 2002 organization, Bridgetower LLC operated for seven years with Company Managing Member aka Primeland Managing Partner Frank Varriale fulfilling the operational role of managing Bridgetower Property and Bridgetower Homeowners for the Company. Then in 2009, the Company/Primeland/Varriale hired AMI as *contracted manager* to fulfil the operational role of managing Bridgetower Property and Bridgetower Homeowners for the Company. On December 21, 2009 the Company's *registered agent* was changed from Primeland to Association Management Incorporated by way of a *Statement of Change* executed by AMI President Dick B. Miller on behalf of AMI, which was thereafter filed with Idaho's Secretary of State on December 23, 2009 as evidenced by **Exhibit G** attached herewith. Miller's identification as AMI's then-president is evidenced in same, by *AMI's 2009 Annual Report to Idaho's Secretary of State*. Plaintiff has yet to obtain any of the Company's community management contracts, which will show who purported to renew AMI's management contract multiple times thereafter.

1. Plaintiff alleges that AMI lacked contractual authority to operate the Company independently from Primeland's partnership, and that, as de jure Bridgetower LLC Managing Member, Primeland's contractual authority over the Company endured after said registered agent change, and that Primeland's liability for damages sustained against Bridgetower Homeowners by the Company also endured thereby.
2. Plaintiff alleges that, after being hired as the Company's contracted manager, AMI committed breach of contract by neglecting to fulfil the operational management obligations for which it was contracted, by failing to enforce Bridgetower Homeowners' compliance with Bridgetower Covenants by way of civil action even once.
3. Plaintiff further alleges that AMI's omissive act of neglecting to enforce Bridgetower Covenants is prima facie evidence of knowledge beforehand that it lacked statutory

authority to enforce same.

E. 2011 Primeland Partnership Change. Concurrently with the completion of the Primeland partnership's particular undertaking, namely development of Bridgetower Residential and Primeland Commercial Subdivisions, Bews-Floyd (§3.A above) removed itself from partnership by way of an *Amendment to Registration of Limited Liability Partnership* which was filed with Idaho's Secretary of State on January 3, 2011. Despite the lack of an amendment adding such partner, six months thereafter Belltower LLC (hereinafter Belltower) was initially identified as a partner on Primeland's next subsequent *Annual Report*, which was filed with Idaho's Secretary of State on July 14, 2011, and which identifies Shannan Buzzini (nee Varriale) as Primeland's purported general manager, which is a significant operational deviation from the previously exclusive identification of Primeland Managing Partner Varriale. Significantly, Buzzini is the daughter of Varriale, and is also the current president of *Gallery Homes by Varriale*. Weeks prior to Bews-Floyd's affirmative removal, Belltower was organized as an LLC by way of a *Certificate of LLC Organization* which was filed with Idaho's Secretary of State on December 30, 2010, presumably for the exclusive purpose of Buzzini joining her father in Primeland partnership. All three aforementioned documents are evidenced by **Exhibit H** attached herewith.

1. Plaintiff alleges that, as a founding Primeland partner, Bews-Floyd and its members preserve liability for damages sustained against the Bridgetower Homeowner Class after its Primeland-partnership removal by the act of wrongful dissociation pursuant IC §30-23-602, for such injuries sustained against said homeowners as were caused by Primeland's acts of nonfeasance, misfeasance, and/or malfeasance.
2. Plaintiff alleges that, upon the purported addition as a Primeland partner, Buzzini lacked contractual or statutory authority to operate Bridgetower LLC, and that Belltower acquired liability for Primeland's prior damages sustained against the Bridgetower Homeowner Class pursuant to relevant sections of IC §30-23, as contemplated in §5.K hereinbelow.

F. 2011 Bridgetower LLC Administrative Dissolution and Purported Reinstatement. Primeland passively allowed the Company's administrative dissolution on April 11, 2011, as evidenced by *Idaho's Secretary of State's Certificate of LLC Reinstatement* attached herewith in **Exhibit I**. Shortly thereafter, the Company's managing member was purportedly detached from Primeland and vested onto the *person* of contracted manager Alana Walker-Ashby of AMI, by way of an *Amendment to Certificate of Organization* executed on May 12, 2011 by both Walker-Ashby and Primeland Executive Assistant RoseMarie Frost, which was

contemporaneously filed with Idaho's Secretary of State. Frost was previously identified as a *Primeland executive assistant* on Bridgetower LLC's *Idaho Secretary of State Annual Report* dated December 15, 2009, on which same purported to be Primeland's authorized signatory. Subsequently, Frost was also identified as an AMI executive assistant on same's *Change of Listed Officer Request* dated December 9, 2010.

After the Company's aforementioned dissolution, and prior to purportedly being vested as Company Managing Member, contracted manager Walker-Ashby acted in the capacity of Company Managing Member without contractual or statutory authority to do so, on an April 26, 2011 *Application for Reinstatement* to Idaho's Secretary of State. It was then that AMI effectively usurped de facto operational control of the Company from Primeland, instead of merely fulfilling the community management responsibilities for which it was hired. All five aforementioned Idaho Secretary of State filings are evidenced in **Exhibit I** attached herewith. Pursuant IC §30-25-701 and the §5.L Contemplation hereinbelow,

1. Plaintiff alleges that AMI committed acts of tortious interference and/or gross negligence against Bridgetower Homeowners by exceeding its contractual and statutory authority when operating and controlling the company which hired it, instead of merely fulfilling the community managements responsibilities for which it was hired.
2. Because Walker-Ashby was not a member of the Company, and because she lacked contractual or statutory authority to assume the capacity of Bridgetower LLC Managing Member prior to being purportedly vested as such, Plaintiff alleges that Walker-Ashby's *Application for Reinstatement* was untenable and/or improper, and that the Company's April 11, 2011 administrative dissolution thereby endures de jure to the present time.
3. Plaintiff alleges that Walker-Ashby and Frost both lacked contractual and statutory authority to vest either Walker-Ashby or AMI as Bridgetower LLC Managing Member, or to contractually bind AMI to said company, and that the purported vesting of Walker-Ashby as Company Managing Member was improper and thereby invalid.
4. Plaintiff alleges that Frost's self-identification as a Primeland executive assistant and a purported authorized signatory on the Company's aforementioned amendment constitutes Primeland's complicity with AMI and/or Walker-Ashby in perpetuating disenfranchisement and propagating damages against Bridgetower Homeowners.
5. Thenceforth from Walker-Ashby's purported entitlement as Bridgetower LLC Managing Member, Plaintiff alleges that Frost, Walker-Ashby, and AMI/Keystone all acquired liability for economic damages sustained and propagated against Bridgetower Homeowners.

6. Plaintiff alleges that, as de jure Bridgetower LLC Managing Member and by the act of wrongful dissociation pursuant IC §30-25-601, Primeland's statutory liability for damages sustained against Bridgetower Homeowners endured after Walker-Ashby and/or Primeland Executive Assistant Frost purported to file the Company's aforementioned application and/or amendment.
7. Plaintiff additionally alleges that AMI committed acts of omission by neglecting to enforce Bridgetower Covenants by way of civil action, and that such omissive acts are prima facie evidence of AMI's knowledge beforehand that it lacked statutory authority to enforce same.

G. 2011 Bridgetower LLC Operational Deviation. Annual reports filed with Idaho's Secretary of State show significant deviations to the Company's operational practices subsequent to Primeland allowing said company's administrative dissolution in 2011, after which contracted manager Walker-Ashby purported to entitle herself as managing member of same (as described in §3.F above). Said changes are prima facie evidence of Primeland's breach of contract by way of abandonment of its fiduciary obligation to both Bridgetower LLC and Bridgetower Homeowners, and of the Company's ongoing impropriety by acts of nonfeasance, misfeasance, and/or malfeasance whilst endeavoring to overcome its lack of statutory authority to continue to operate, much less to levy assessments against Bridgetower Homeowners.

1. **2002-2009 Management.** Dating from 2002 to 2009, Bridgetower LLC's eight (8) *Annual Reports to Idaho's Secretary of State* only identify either Varriale or Primeland as managing members, with the latter identified only once, in 2009 by Primeland Executive Assistant Frost while purporting to act as the Company's authorized signatory. All eight of said 2002-2009 Reports are evidenced by **Exhibit J**.
 - a. Plaintiff alleges that, despite Walker-Ashby's purported entitlement as Bridgetower LLC Managing Member, Primeland Managing Partner Frank Varriale endures to the present time as de jure Bridgetower LLC Managing Member.
2. **2011-2022 Purported Membership.** After Walker-Ashby of AMI filed the aforementioned application for Bridgetower LLC's reinstatement while acting in the purported capacity of Bridgetower LLC Managing Member (§3.F above), on the thirteen (13) subsequent *Annual Reports to Idaho's Secretary of State* dating from 2011 to 2022, during which time the development of Bridgetower Subdivision's residential lots was complete and Primeland's interest in Bridgetower LLC membership was thereby removed, fifteen (15) individual persons are identified as purported members of the Company, with no managing member identified on any of said reports. All thirteen of said *2011-2021 Annual Reports* are

evidenced by **Exhibit K** attached herewith. Significantly, only five (5) of said fifteen individuals identified themselves by an address in Bridgetower Subdivision, and then only prior to 2014, with the remaining ten (10) individuals identifying themselves by external corporate offices only. Such address identification irregularities further undermine the untenable proposition that ownership of homes in Bridgetower Subdivision somehow connects to membership in the Company.

Furthermore, whether said individuals were ignorant of the Company's prior and ongoing untenability and/or impropriety, as well as that of its partnership and management entities, or whether the involvement of said individuals constitutes complicity in tortious acts against Bridgetower Homeowners, said individuals have particular knowledge of the historical relationship between Bridgetower Homeowners and the partnership and management entities of the Company, and their operational practices thereby, and are therefore subject to this Court's subpoena for findings of fact.

- a. Plaintiff alleges that the purported qualification of individuals to be members of Bridgetower LLC by virtue of home ownership is untenable if not improper, which constitutes tortious interference by acts of misfeasance if not malfeasance.
- b. Additionally, even if individuals who purported to be Bridgetower LLC members are found to be members in fact, Plaintiff alleges that those individuals' voluntary membership does not constitute an agreement which binds the remainder of Bridgetower Homeowners.
- c. If the Company's purported members are declared to be untenable or improper, and misfeasant and/or malfeasant thereby, then Plaintiff alleges that same are liable for damages sustained against Bridgetower Homeowners by acts of tortious interference.
- d. Plaintiff additionally alleges that Bridgetower LLC's annual-report identification of aforementioned individuals as purported members (as opposed to its prior practice of exclusively identifying contractually-entitled Managing Member Varriale) constitutes the Company's and its partnership and management entities' knowledge beforehand of Bridgetower Homeowners' prior and ongoing disenfranchisement and injury, and that such identification also evidences the Company's ongoing tortious interference by acts of nonfeasance, misfeasance, and/or malfeasance, whilst endeavoring to overcome its lack of statutory authority to continue to operate and levy assessments against Bridgetower Homeowners.

3. **2011-2022 Purported Signatories.** In the aforementioned *2011-2021 Annual Reports*

(Exhibit K), seven (7) individuals purport to be authorized signatories for Bridgetower LLC, including one signatory titled as Member, one as Executive Assistant, four as Admin, and one titled *Front Desk Attendant*. The first three of said 2011-2021 reports were signed by Primeland Executive Assistant Frost; thereafter, the signatories were merely AMI and/or Bridgetower LLC employee assistants, excepting one 2021 report which identifies Joe Gruber as both a member and an authorized signatory.

Significantly, Belltower Founder and Manager Shannan Buzzini, who was a Primeland Partner and statutorily authorized Company member and signatory thereby, is identified as a presumptive Class A Bridgetower LLC Member on two of said reports, which were inexplicably instead executed by mere assistants who lacked statutory authority to do so. An overview of such signatural impropriety, as well as such untenable and/or improper identification of aforementioned management and membership individuals, is itemized by date, name, title, office, and address in **Exhibit L** attached herewith. In same, Buzzini's position as both organizer and manager of Belltower is evidenced by Belltower's Idaho Secretary of State filings.

- a. If Bridgetower LLC's annual report signatories are declared to be untenable and/or improper, then Plaintiff alleges that same are liable for damages sustained against Bridgetower Homeowners for tortious interference by acts of malfeasance and or misfeasance.
- b. Plaintiff alleges that the identification of Buzzini as an ostensible Bridgetower LLC Class A Member instead of a Class B Primeland Partner constitutes Bridgetower LLC's, Primeland's, and AMI's knowledge aforehand of Bridgetower Homeowners' prior and ongoing disenfranchisement and injury, and thereby also constitutes tortious interference by acts of malfeasance, misfeasance, and/or nonfeasance against same.

H. 2016 Primeland Cancellation and Bridgetower LLC Membership Termination. Primeland filed an affirmative *Cancellation to Statement of Qualification of Limited Liability Partnership* with Idaho's Secretary of State on September 12, 2016. Said cancellation was executed by Frank Varriale acting in the capacity of President of Varriale Construction Inc., and by his daughter Shannan Buzzini acting in the capacity of Belltower Manager, as evidenced by **Exhibit M** attached herewith. Pursuant IC § 30-25 and the contemplation in §5.M hereinbelow,

1. If, contrary to Plaintiff's allegation in §3.F.2 hereof, Bridgetower LLC is declared to have endured after its 2011 dissolution, then Plaintiff alleges that the subsequent cancellation of Primeland's partnership terminated the membership of the Company pursuant to IC

§30-25-701(a)(2), and thereby that the Company was dissolved and AMI's Company Management Contract was terminated therewith, which thenceforth constitutes Defendants' tortious interference by acts of malfeasance, misfeasance, and/or nonfeasance.

2. Plaintiff further alleges that both Varriale and Buzzini maintain liability for damages sustained against Bridgetower Homeowners after Primeland's cancellation by way of wrongful dissociation pursuant to IC §30-25-601, for acts of malfeasance, misfeasance, and/or nonfeasance when neglecting to dissolve the Company and terminate AMI's Company Management Contract prior to Primeland's partnership cancellation.

I. 2020 Bridgetower LLC Term Expiration. Article §2.3 of the Company's Operating Agreement (Exhibit E) fixes the Company's preconceived dissolution date as December 31, 2020:

"The [Company] *shall be dissolved*, and its affairs wound up in accordance with the Act and this Operating Agreement on December 31, 2020, unless the term shall be extended by a duly adopted amendment to this Operating Agreement, or *unless the [Company] shall be sooner dissolved* and its affairs wound up in accordance with the Act or this Operating Agreement."

Significantly, said article also contemplates the Company's prior dissolution, which did in fact occur in April 2011 prior to the purported reinstatement application (Exhibit I), and which occurred again in September 2016 upon Primeland's cancellation as hereinbefore alleged (Exhibit M), contingent on this Court's findings of fact, conclusions of law, and declaratory judgements. Pursuant IC §30-25-701 and the contemplation in §5.N hereinbelow,

1. If the Company is declared to have endured after September 2016, then Plaintiff alleges that the existence of same terminated on the last day of 2020, and thereby that AMI's Company Management Contract terminated therewith, which thenceforth constitutes Defendants' tortious interference by acts of malfeasance, misfeasance, and/or nonfeasance.

J. 2022 AMI Dissolution. AMI filed *Articles of Dissolution* with Idaho's Secretary of State on May 18, 2022, as evidenced by **Exhibit N** attached herewith. Despite said dissolution, AMI's operational control of Bridgetower LLC and its purported authority over Bridgetower Property and Bridgetower Homeowners endures to the present time.

1. Plaintiff Alleges that AMI's abrupt dissolution constitutes knowledge beforehand of its untenability and/or impropriety as the Company's contracted manager and as its purported managing member, which thereby constitutes prima facie evidence of AMI and Bridgetower LLC's complicit attempts to defer or delay liability for economic

damages sustained and propagated against Bridgetower Homeowners.

K. 2022 Bridgetower LLC Second Registered Agent. On June 30, 2022, shortly after AMI's aforementioned dissolution, Bridgetower LLC's registered agent was changed from AMI to Keystone by purported Company Member Joseph Gruber, by way of a *Registered Agent Change* filed with Idaho's Secretary of State, evidenced by **Exhibit O** attached herewith. Significantly, on said change Idaho's Secretary of State directs thusly: "Our records indicate that the previously-selected Registered Agent [AMI] is no longer valid. Need to appoint new agent."

1. Plaintiff alleges that even if Bridgetower LLC's existence is declared to have endured after its 2020 term expiration, as both non-member and non-managing-member of the Company, Gruber lacked statutory authority to execute the Registered Agent Change on behalf of same, and is therefore liable for damages sustained against Bridgetower Homeowners for tortious interference by acts of malfeasance or misfeasance.
2. Upon its purported entitlement as the Company's registered agent and/or upon its acquisition of AMI's interests, Plaintiff alleges that Keystone acquired liability for prior and ongoing damages sustained against Bridgetower Homeowners by AMI and/or Bridgetower LLC, contingent on this Court's findings of fact, conclusions of law, and declaratory judgements.

L. 2022-23 AMI Assessment Increase. On December 8, 2022 AMI issued notice of a pending 33% assessment increase against Bridgetower Homeowners, as evidenced by **Exhibit P** attached herewith. Said notice contravenes Bridgetower Covenants §5.3 which states in part "[The] periodic assessment can be automatically increased by the Manager by as much as thirty percent (30%) per year... It may not be increased by more than thirty percent (30%) per year unless such increase is approved by a majority vote of all Class A and Class B Members at a meeting called for that purpose by a Manager." Furthermore, §5.5 of same states that "Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 of this Declaration shall be sent by the Manager to all Members not more than fifty (50) days nor less than ten (10) days in advance of the meeting."

1. Plaintiff alleges that, if AMI assessments are declared to be valid through 2022, then AMI, as well as Bridgetower LLC and Primeland from whence AMI's authority derives, subsequently disenfranchised and damaged Bridgetower Homeowners by exceeding contractual authority to increase 2023 assessments, whose increase is restricted by Bridgetower Homeowners' governing document.

M. 2023 Bridgetower Inc. Incorporation. On February 21, 2023, nonprofit Articles of Incorporation for Bridgetower Homeowner's Association Incorporated [*aside: Singular-possessive*

begs the question, Which homeowner?]) were executed contemporaneously with *Bylaws of Same* by two individuals who were previously identified as purported Company Members in **Exhibit K** (§3.G.2 herein), namely Steve Strickland and Joseph Gruber, as well as by previously unidentified individual Jeff Wolff. Said articles and bylaws are evidenced by **Exhibit Q** attached herewith. Pursuant IC §30-30 and the contemplation in §5.O hereinbelow,

1. Plaintiff alleges that Bridgetower Inc. lacks a foundational contractual connection to Bridgetower LLC, and thereby that Bridgetower Inc.'s incorporation does not bind Bridgetower Homeowners into membership thereof, or control said homeowners in any way whatsoever, absent Court intervention regarding findings of fact, conclusions of law, and declaratory judgements which establishes the foundational statutory authority of same.
2. Furthermore, even if the Corporation is declared to possess statutory authority over Bridgetower Homeowners, Plaintiff alleges that its governing documents fail to consistently conform to the provisions of Bridgetower Covenants and the established practices of Bridgetower Homeowners thereby, and that said inconsistencies thusly render said governing documents to be contractually invalid in part or in whole.

N. 2023 Bridgetower LLC Active Dissolution. On February 22, 2023, *Bridgetower Inc. Director* Steve Strickland, acting in the purported capacity of *Bridgetower LLC Member*, executed a *Statement of Dissolution* for Bridgetower LLC, as evidenced by **Exhibit R** attached herewith.

1. If Bridgetower LLC's existence is declared to have endured after its December 2020 term expiration, then Plaintiff alleges that, as both non-member and non-managing-member of the Company, Strickland lacked statutory authority to execute binding instruments on behalf of same; said dissolution is untenable and/or improper, and therefore invalid. As such, Plaintiff alleges that Strickland thereby acquired liability for economic damages sustained and propagated against Bridgetower Homeowners for tortious interference by acts of malfeasance or misfeasance.

O. 2023 Annual Meeting. On February 23, 2023, AMI/Keystone purportedly conducted Bridgetower LLC's first annual meeting since 2019, which Plaintiff believed was a legitimate homeowners association meeting at the time. AMI gave notice of said meeting three weeks prior on February 2, 2023, as evidenced by AMI's email communication on same, attached herewith as **Exhibit S**. Significantly, in said email AMI purported to solicit items of business, as well as carte blanche proxy voting forms from Bridgetower Homeowners on behalf of the Company's purported advisory committee, despite knowledge beforehand that no business would be conducted, and thereby that no votes would be counted.

Plaintiff acquired awareness of both the ELC Opinion (Exhibit A) and Bridgetower Inc.'s recent incorporation (Exhibit Q) on the day of the meeting, and was expectant that the incorporation of Bridgetower Inc. would finally serve to enfranchise Bridgetower Homeowners by way of establishing their right to vote for Directors at said meeting, as is required by IC §30-30-604. Plaintiff expected said meeting to be conducted according to the Corporation's governing documents and relevant Idaho Statutes; however, said meeting was not in fact called to order, and no business was conducted. Thenceforth upon investigation, Plaintiff gained greater comprehension of how AMI and/or the Company was attempting to deflect contractual scrutiny by performing pretensive annual meetings that were not in fact contractually required, because the Company lacked de jure membership and existence thereby. Therefore,

1. Plaintiff alleges that that the February 23, 2023 Bridgetower LLC Annual Meeting was intended to merely give the appearance of the Company's ostensible legitimacy as a Homeowners Association which purports to enfranchise Bridgetower Homeowners, and to also confer similarly pretensive legitimacy onto the Corporation thereafter.
2. Because it was not noticed as such, Plaintiff alleges that AMI's February 23 Annual Meeting was not the Corporation's statutorily-required initial meeting.
3. Plaintiff further alleges that it cannot be shown that any of the Company's previous annual meetings were conducted in the typical form of a homeowners' association meeting pursuant IC §55-3204, or that Bridgetower Homeowners were ever allowed to exercise a share of control by voting at any of said meetings.

P. 2023 Defendants' Joint Complicity. On March 3, 2023, Mark Wetzel of AMI, who was previously identified as a purported Company member in Exhibits K & L, while acting in the purported capacity of the Company's and/or AMI's Bridgetower Contracted Manager, distributed an email to Bridgetower Homeowners which articulated the manner of Defendants' continuing complicity in disenfranchising and damaging Bridgetower Homeowners. Said email is attached herewith as ***Exhibit T***, and reads in part:

"There has been a management style change for Bridgetower. The community has transitioned from a Management-Run to Board-Run HOA Community. Through research and discussion, it was determined the LLC entity that Bridgetower was setup under by the Developer many years ago was no longer the best HOA structure. There were several issues that arose after the attorney researched it. Therefore, *with a coordinated effort between AMI, the Advisory Committee, the Attorney, and the Developer*, a new structure was created. As of *February 23rd*, the authority for all HOA decisions will now be made by the [Bridgetower Inc.] Board of Directors. There is no longer [a Bridgetower LLC] Advisory

Committee but a Board making all final decisions. This management style mirrors a majority of HOA communities in the valley.

The Board of Directors are now the decision makers accountable to the homeowners. *Through negotiation with the Developer, to gain his concurrence on the change and to agree to sign a Resolution to move the process forward, he required the current Advisory Committee members be appointed the first Board members.* He felt they would provide continuity and be the best selection at this time for Bridgetower to lead through this transition. *The change in Management style could not have taken place without the concurrence of the developer."*

1. Plaintiff alleges that said email prima facie constitutes each Defendants' joint complicity, and joint and several liability thereby, by expressing their cooperative intention to perpetuate the ongoing disenfranchisement of Bridgetower Homeowners by collusive acts of tortious interference, and thereby to propagate economic damages sustained against same.

As Bridgetower Subdivision's developer, said email is prima facie evidence of Frank Varriale's and/or Shannan Buzzini's connection (via Varriale Inc. and Belltower's Primeland partnership, respectively) to the newly-formed Corporation by acts of collusion with Bridgetower LLC's purported advisory committee and with AMI/Keystone. Furthermore, the date given as the commencement of the Corporation's authority over Bridgetower Property and Bridgetower Homeowners (February 23rd) strongly implies that AMI's pretensive annual meeting was also intended to be Bridgetower Inc.'s pretensive initial meeting, despite such meeting's failure to comply with statutory requirements for notice and for directorship voting.

2. Plaintiff alleges that Bridgetower Inc. has not yet held a properly-noticed initial meeting, at which all of its initial directors must be voted on by a quorum of its membership pursuant IC §30-30-604.

Q. 2023 Demand for Payment. On March 15, 2023, for the purpose of qualifying for district-court adjudication of civil actions exceeding \$10,000, and for the purpose of qualifying for an award of attorney's fees as part of the costs of prosecuting this action pursuant to IC §12-120(1), Plaintiff served upon Defendants a *Written Demand for Payment* of \$11,250; nonetheless, Plaintiff prefers that this case be adjudicated in favor of the aggregate class instead of class members individually. Said demand and Defendants' response are both evidenced by **Exhibit U** attached herewith.

1. Plaintiff alleges that Defendants' response to Plaintiff's Demand for Payment is additional evidence of Bridgetower Inc.'s, AMI/Keystone's, and the Company's

Primeland partnership's complicity, and joint and several liability thereby, by expressing their cooperative intention to perpetuate the ongoing disenfranchisement of Bridgetower Homeowners by collusive acts of tortious interference, and thereby to propagate economic damages sustained against same.

R. 2023 Defendants' Communications. Seven of Defendants' 2023 email communications dating from February 24 to March 22 are attached herewith as **Exhibit V**. Said emails evidence the manner of Defendants' obstruction against Bridgetower Homeowners' assertion of their unincorporated association's rights, including two separate and distinct communications from Defendants to all Bridgetower Homeowners which identify and denigrate Plaintiff Adam Simonds specifically. Significantly, the March 22 email in said exhibit evidences AMI's admission that the legal fees incurred in defense of its misconduct are in fact being levied against Bridgetower Homeowners. Even more significantly, the fourth email, on February 28, evidences Keystone's connection to AMI as a jointly and severally liable successor.

In the exhibit's penultimate email exchange on March 21, AMI Director Tami Riddle admits to the existence of Company Management Contracts which contracted AMI's services, and also admits that said contracts were executed by former Company Advisory Committee Members, who AMI either knew or should have known lacked contractual authority to do so, with injuries being sustained against Bridgetower Homeowners in either case. Said contracts most-likely evidence Defendants' further complicity by additional improper acts sustained against Bridgetower Homeowners.

S. 2023 Class Member Signatural Support. A group of Bridgetower Homeowners who have read this complaint and agree with its contents are identified by signed *Letters of Concurrence* evidenced in **Exhibit W** attached herewith. Another (nonexclusive) group of Bridgetower Homeowners who have read and concur with Plaintiff's *Complaint Cover Letter* are identified by signed *Letters of Support*, which are evidenced in **Exhibit X** attached herewith along with said cover letter. Letters of Concurrence and Letters of Support are offered as evidence that Plaintiff does not lack class-member support, and also that neither the intentions nor the objectives of this complaint are being concealed from the Bridgetower Homeowner Class prior to filing. Plaintiff reserves the right to amend this complaint by way of supplemental exhibits if additional Bridgetower Homeowners elect to lend signatural support after the filed complaint becomes available to all members of the Bridgetower Homeowner Class.

4. Causes of Action: Restatement of Allegations for Verified Answer and Judgement.

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, are

hereinbelow restated and reorganized in alignment with causes 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 judgement must address the entirety of the referenced allegations and the declarations, exhibits, and referenced contemplations therewith, and not only these restatements hereafter.

A. 2002 Foundational Deficiencies – Breach of Contract, Negligence, and Tortious Interference. Primeland creates the Bridgetower Homeowner Class while concurrently disenfranchising same.

1. **Class Creation.** Did Primeland Managing Partner Frank Varriale create a de facto Bridgetower Homeowner Class when executing Bridgetower Covenants and/or Operating Agreement, and create rights favoring Bridgetower Homeowners and duties obliging Defendants thereby, as alleged in §3.B.5 herein?

a. **Covenant Perpetuity.** If yes, do Bridgetower Covenants perpetually bind the class of lasting Bridgetower Homeowners, as alleged in §3.B.6 herein?

b. **Class Membership.** If yes, do said class's members include owners of homes in all subsequent Bridgetower plat annexations, as well as individuals or entities who formerly owned homes in Bridgetower Subdivision, as alleged in §3.B.7 herein?

c. **Class Standing.** Are Bridgetower Homeowners neither obligated nor entitled into Company membership by virtue of home ownership in Bridgetower Subdivision as alleged in §3.C.1 herein, and did Bridgetower Homeowners instead foundationally exist as a de facto unincorporated nonprofit association?

d. **Governing Document Liability.** Did Varriale act in the capacity of Primeland managing partner, and not in the capacity of Bridgetower LLC managing member, when executing Bridgetower Covenants and Operating Agreement, as alleged in §3.B.1 herein?

2. **Taxation Without Representation.** Do Bridgetower Covenants and Operating Agreement unlawfully identify Bridgetower Homeowners as members of the Company, by binding said homeowners into financial obligation to the Company while concurrently disenfranchising same from their rightful transferrable interest in said company, as alleged in §3.B.2 herein?

a. **Homeowner Disenfranchisement.** As alleged in §2.B.2, is it true that it cannot be

shown that Bridgetower Homeowners were ever Company members, or that said homeowners ever possessed or exercised a share of control over either Bridgetower LLC or its management entities, or that said homeowners ever received or possessed a transferrable interest from same?

- b. **Company Membership.** If Bridgetower Homeowners are judicially declared to be members of the Company, then does such membership constitute Primeland's breach of contract against Bridgetower Homeowners by acts of misfeasance and/or nonfeasance, for failing to convey a transferrable controlling interest in the Company's management and/or assets to said homeowners as alleged in §3.B.3 herein?
- c. **Lack of Company Membership.** If Bridgetower Homeowners are judicially declared *not* to be members of the Company, then does such lack of membership constitute Primeland's tortious interference against Bridgetower Homeowners by acts of malfeasance and/or misfeasance, for unlawfully levying assessments against said homeowners while lacking the contractual authority to do so, and for the wrongful detention of Bridgetower Property from same, as alleged in §3.B.4 herein?
- d. **Contractual Ownership Breach.** Is the Company's Operating Agreement foundationally defective for the purpose of constructing an incorporated homeowners' association in which Bridgetower Homeowners possess and preserve a vested interest in ownership, possession, maintenance, and control of the community's property in perpetuity, and does such defectiveness constitute want of consideration or breach of contract against the Bridgetower Homeowners Class as alleged in §3.C.2 herein?
- e. **Contractual Injury.** As alleged in §2.B.1 herein, did Primeland's negligence injure the rights of individual Bridgetower Homeowners and the aggregate class thereby, by executing Bridgetower LLC governing documents which were foundationally deficient for the purpose of creating a homeowners' association of which the management is contractually and statutorily justifiable, for which the operation is transparent and accountable to said homeowners, and in which said homeowners possess and preserve a vested interest in ownership, maintenance, and control of the community's property in perpetuity?
- f. **Invalid Assessment Tort.** Because contractual defects in Bridgetower LLC's governing documents served to foundationally disenfranchise Bridgetower Homeowners, did no person or entity ever possess the contractual or statutory

authority to manage said homeowners, or to levy assessments against same for the maintenance of purported community property in which no foundational statutory interest was conveyed, as alleged in §2.B.3 herein?

3. **Bridgetower Property Ownership.** Are Primeland's acts or omissions violative of the right of lasting Bridgetower Homeowners, from whom the rightful delivery, possession, ownership, and operation of the real property areas common to Bridgetower Subdivision (and all improvements thereon) is wrongfully detained, which thereby constitutes a breach of Defendants' contractual obligation to respect or not violate such right, as alleged in §2.F.1 herein?

a. **Bridgetower Property Value.** Is Bridgetower Community Property valueless as alleged in §2.F.2 herein?

b. **Bridgetower Property Liability and Maintenance.** Do Defendants currently exclusively own Bridgetower Property, and therefore are jointly and severally obligated to maintain said property, and are also jointly and severally liable for personal injuries on same until such time as this matter is adjudicated, as alleged in §2.F.3 herein?

B. 2009 Contracted Manager AMI – Breach of Contract, Negligence, and Tortious Interference. Primeland hires Contracted Manager AMI to manage the Company's property and to enforce Bridgetower Covenants; AMI proceeds to manage said property and usurp control of said company, but AMI does not enforce said covenants.

1. **Negligence.** After being hired as the Company's contracted manager, did AMI neglect the operational management obligations for which it was contracted, by failing to enforce Bridgetower Homeowners' compliance with Bridgetower Covenants as alleged in §3.D.2 herein?

a. **Intent.** If yes, is such omission prima facie evidence of AMI's knowledge beforehand, that they lacked statutory authority to enforce same, as alleged in §3.D.3 herein?

2. **Gross Negligence.** As alleged in §3.F.1 above, did AMI commit acts of tortious interference and/or gross negligence against Bridgetower Homeowners by exceeding its contractual and statutory authority when operating and controlling the company which hired it, instead of merely fulfilling the community management responsibilities for which it was hired?

C. 2011 Company Dissolution and Purported Reinstatement – Breach of Contract, Negligence, and Tortious Interference. Primeland dissolves Bridgetower LLC concurrently

with Bews-Floyd's partnership removal, and then Primeland and/or its Belltower/Buzzini Partner colludes with AMI to unlawfully reinstate the Company, and to unlawfully empower AMI's unmitigated control over and lack of accountability to said company.

1. **De Jure Company Control.** As alleged in §3.D.1 above, when the Company changed its registered agent to AMI in 2009, did AMI lack contractual authority to exclusively operate Bridgetower LLC independently from Primeland's partnership, and did Primeland's contractual authority over the Company endure after said change, and did Primeland's liability for economic damages sustained and propagated by said Company also endure thereby?
2. **De Jure Company Dissolution and Purported Reinstatement.** As alleged in §3.F.2 above, is it true that Bridgetower LLC did not endure after Primeland allowed same to administratively dissolve in 2011, after which Alana Walker-Ashby improperly acted in the capacity of purported Bridgetower LLC Managing Member without contractual or statutory authority to do so, as alleged in §2.C.1?
 - a. **Company Usurpation.** As alleged in §2.C.2 above, did Walker-Ashby and Frost both lack statutory authority to vest either Walker-Ashby or AMI as Bridgetower LLC's managing member, and thereby to contractually bind AMI to said company, and did Walker-Ashby's purported entitlement as same constitute gross negligence and/or tortious interference by acts of malfeasance and/or misfeasance?
 - b. **Management Invalidity.** Was the purported vesting of Contracted Manager Walker-Ashby as Bridgetower LLC's managing member improper, and thereby invalid as alleged in 3.F.3 above?
 - c. **Primeland's Culpability.** Does Frost's self-identification as a Primeland executive assistant and a purported authorized signatory on the aforementioned amendment and/or annual report constitute Primeland's complicity with AMI and/or Walker-Ashby in perpetuating disenfranchisement and propagating damages against Bridgetower Homeowners by acts of tortious interference, as alleged in §3.F.4 above?
 - d. **AMI's Absence of Authority.** As alleged in §2.C.3 above, because of Bridgetower LLC's April 2011 dissolution and subsequent to same, is it true that neither Walker-Ashby as purported Bridgetower LLC Managing Member, nor AMI and/or Keystone as the Company's registered agent, possessed the contractual or statutory authority to manage Bridgetower LLC or levy assessments against Bridgetower Homeowners?
 - e. **AMI's Liability.** Thenceforth from Walker-Ashby's purported entitlement as

Bridgetower LLC Managing Member, did Frost, Walker-Ashby, and AMI/Keystone all acquire liability for economic damages sustained and propagated against Bridgetower Homeowners, as alleged in §3.F.5 above?

- f. **Varriale's Ascendancy and Liability.** As alleged in §3.F.6 and §3.G.1.a above, does Primeland Managing Partner Frank Varriale endure to the present time as de jure Bridgetower LLC Managing Member by way of wrongful dissociation pursuant to IC §30-25-601(b)(2), and does Primeland's contractual and statutory liability for economic damages sustained and propagated against Bridgetower Homeowners endure after Walker-Ashby's purported entitlement as Varriale's replacement as the Company's managing member?
- g. **Primeland Partners' Liability.** As alleged in §3.E.1 & 2 above, does Bews-Floyd and its members preserve liability for damages sustained against Bridgetower Homeowners after its Primeland-partnership removal pursuant IC §30-23-602, for such ongoing injurious effects caused by Primeland's acts of nonfeasance, misfeasance, and/or malfeasance, and did Belltower acquire liability for prior damages sustained against Bridgetower Homeowners upon addition as a Primeland partner pursuant IC §30-23?

3. **Operational Deviation and Company Membership Absence.** As alleged in §3.G.2.a above, do *Bridgetower LLC 2011-2021 Annual Reports* fail to legitimize the contractual or statutory authority of the purported members of Bridgetower LLC therein, and do said reports constitute evidence of Defendant's knowledge beforehand of the Company's continuing untenability and/or impropriety?

- a. **Voluntary Company Membership.** If the individuals who purported to be Bridgetower LLC Members on the Company's 2011-2021 Annual Reports are declared to be members in fact, then, as alleged in §3.G.2.b above, does such voluntary membership fail to constitute an agreement which binds the remainder of Bridgetower Homeowners who did not so accede?
- b. **Company Membership and Signatural Impropriety.** If Bridgetower LLC's purported members and/or signatories are declared to be untenable and/or improper, are same liable for damages sustained against Bridgetower Homeowners for tortious interference by acts of misfeasance or malfeasance, as alleged in §3.G.2.c & §3.G.3.a above?
- c. **Impropriety Awareness.** Does the Company's 2011 operational deviation constitute Defendants' knowledge beforehand of Bridgetower Homeowners' prior and

ongoing disenfranchisement, and tortious interference by acts of nonfeasance, misfeasance, and/or malfeasance thereby, as alleged in §3.G.2.d above?

- d. **Purported Legitimization of Company Membership.** As alleged in §3.G.3.b above, does the identification of Buzzini as an ostensible Bridgetower LLC Class A Member (instead of a Class B Primeland Partner) constitute evidence for Bridgetower LLC's, Primeland's, and AMI's knowledge beforehand of Bridgetower Homeowners' prior and ongoing disenfranchisement, and does such improper identification constitute tortious interference by acts of nonfeasance, misfeasance, and or malfeasance which propagate economic damages against same?

D. 2016 Primeland Cancellation and Company Dissolution – Breach of Contract, Negligence, and Tortious Interference. Partners Varriale and Buzzini wrongfully dissociate Primeland from Company membership by affirmatively cancelling their partnership.

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 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?

E. 2020 Term Expiration – Breach of Contract, Negligence, and Tortious Interference. The Operating Agreement presets the Company's dissolution date; acting as de facto Company Managing Member, AMI disregards such preset dissolution.

1. **Company Termination.** If Bridgetower LLC is judicially declared to have endured after September 2016, then did the existence of same terminate on the last day of 2020 pursuant to IC §30-25-701, and did AMI's Company Management Contract terminate therewith, which thenceforth constitutes Defendants' tortious interference by acts of nonfeasance, misfeasance, and/or malfeasance as alleged in §3.I.1 above?

F. 2022-2023 Defendants' Coverup Complicity – Breach of Contract, Negligence, and Tortious Interference. AMI/Keystone colludes with the Company's de jure member (Primeland, via Partners Varriale and/or Buzzini) and with said company's purported homeowner advisory committee to perpetuate Bridgetower Homeowners' disenfranchisement, and to propagate economic damages sustained against same.

1. **AMI's Implosion.** As alleged in §3.J.1 above, does AMI's abrupt dissolution constitute evidence of knowledge beforehand of its untenability and/or impropriety as Bridgetower LLC's purported managing member and as its contracted manager thereby, and does said dissolution constitute prima facie evidence of AMI's complicity with the Company's ongoing effort to defer or delay liability for economic damages sustained and propagated against Bridgetower Homeowners?
2. **Gruber's Company Usurpation.** If Bridgetower LLC's existence is judicially declared to have endured after its December 2020 term expiration, then did Gruber lack contractual or statutory authority to execute the Company's *2022 Registered Agent Change* to Keystone, and did Gruber thereby acquire liability for damages sustained against Bridgetower Homeowners for tortious interference by acts of malfeasance or misfeasance, as alleged in §3.K.1 above?
 - a. **Keystone's Liability.** As alleged in §3.K.2 above, did Keystone acquire liability for prior and ongoing damages sustained against Bridgetower Homeowners by AMI and/or Bridgetower LLC upon the Company's 2022 Registered Agent Change, or otherwise upon its acquisition of AMI's interests?
3. **Strickland's Company Usurpation.** If the Company's existence is judicially declared to have endured after its December 2020 term expiration, then did Strickland lack statutory authority to execute a *Statement of Dissolution* on behalf of same, and did Strickland thereby acquire liability for economic damages sustained and propagated against Bridgetower Homeowners for tortious interference by acts of malfeasance or misfeasance, as alleged in §3.N.1 above?
4. **Bridgetower Inc's Company Usurpation.** As alleged in §3.M.1 above, does Bridgetower

Inc. lack a foundational contractual or statutory connection to Bridgetower LLC, and thereby does Bridgetower Inc.'s incorporation fail to bind Bridgetower Homeowners into membership thereof, or to control said homeowners in any way whatsoever absent Court intervention regarding findings of fact, conclusions of law, and declaratory judgements which establish the foundational contractual or statutory authority of same?

- a. **Bridgetower Inc's Purported Authority.** As alleged in §3.Q.1 above, is Defendants' response to Plaintiff's *Demand for Payment* evidence of Bridgetower Inc.'s, AMI/Keystone's, and the Company's Primeland-partnership's collusion, and joint and several liability thereby, by expressing their cooperative intention to perpetuate the ongoing disenfranchisement of Bridgetower Homeowners by acts of tortious interference, and thereby to propagate economic damages sustained against same
5. **Defendants' Joint Complicity.** As alleged in §3.P.1 above, does AMI's March 2023 email prima facie constitute Defendants' joint complicity, and joint and several liability thereby, by expressing their cooperative intention to perpetuate the ongoing disenfranchisement of Bridgetower Homeowners by collusive acts of willful or reckless misconduct, and thereby to propagate economic damages sustained against same?
- a. **Bridgetower Inc.'s Collusion.** As alleged in §2.D.1 above, by colluding with aforementioned Defendants, is Bridgetower Inc. an adversarial party against the interests of Bridgetower Homeowners, even if its directors are de facto members of the Bridgetower Homeowners Class?
 - b. **Bridgetower Homeowner Assessment Recovery.** Are all Defendants named herein jointly and severally liable to each and every Bridgetower Homeowner, or alternatively to the aggregate Homeowner Class, for economic damages sustained and propagated by the invalid levying of assessments against said homeowners, as alleged in §2.A.1 above?
 - c. **Individual Damages.** If this Court's adjudication favors individual class members over the aggregate Bridgetower Homeowner Class, then, as alleged in §2.E.1 above, is Bridgetower LLC, its membership entities, its management entities, and the nonprofit corporation they cooperatively created jointly and severally liable for damages sustained against Plaintiff Adam Simonds for breach of contract by acts of negligence and/or tortious interference, from the time of his April 2004 home purchase in Bridgetower Subdivision until the present, or alternatively from such time as is judicially declared to be appropriate?
 - d. **Aggregate Class Damages.** If this Court's adjudication favors the aggregate

Bridgetower Homeowner Class over class members individually, then as alternatively alleged in §2.E.2 above, is Bridgetower LLC, its membership entities, its management entities, and the nonprofit corporation they cooperatively created jointly and severally liable for aggregate damages sustained against said class for breach of contract by acts of negligence and/or tortious interference from the beginning of Bridgetower Subdivision, or alternatively from such time as is judicially declared to be appropriate?

6. **Pretense of Company Legitimacy.** As alleged in §3.O.1 above, was the *February 2023 Bridgetower LLC Annual Meeting* intended to merely give the pretensive appearance of the Company's ostensible legitimacy as a Homeowners Association which purports to enfranchise Bridgetower Homeowners, and to also confer similarly purported legitimacy onto the Corporation thereafter?

a. **Evidence of Company Illegitimacy.** As alleged in §3.O.3 above, is it true that it cannot be shown that any of Bridgetower LLC's previous annual meetings were conducted in the typical form of a homeowners' association meeting pursuant to IC §55-3204, or that Bridgetower Homeowners were ever allowed a vote at any of said meetings?

7. **Bridgetower Inc. Nonconformance.** If the Corporation is judicially declared to possess contractual or statutory authority over Bridgetower Homeowners, then, as alleged in §3.M.2 above, is it true that said corporation's governing documents fail to consistently conform to the provisions in Bridgetower's Covenants, and the established practices of Bridgetower Homeowners thereby, and that said inconsistencies thusly render said governing documents to be invalid in part or in whole?

G. 2023 Operational Illegitimacy – Breach of Contract, Negligence, and Tortious interference. AMI/Keystone, Bridgetower Inc., and the Company/Primeland act with complicity to perpetuate Bridgetower Homeowners' disenfranchisement, and to propagate economic damages against same.

1. **AMI's Illegitimacy Awareness.** By neglecting to enforce Bridgetower's Covenants, are AMI's omissive acts prima facie evidence of knowledge aforehand that it lacks statutory authority to enforce same, as alleged in §3.F.7?

2. **Excessive Assessment Increase.** If AMI assessments are judicially declared to be valid through 2022, then, as alleged in §3.L.1 above, did AMI, as well as Bridgetower LLC and Primeland from whence AMI's authority derives, subsequently disenfranchise and damage

Bridgetower Homeowners by exceeding their contractual authority when increasing 2023 assessments by thirty-three percent (33%), whose annual increase is restricted to thirty percent (30%) by Bridgetower Covenants?

3. **Bridgetower Inc.'s Statutory Noncompliance.** As alleged in §3.O.2 above, because it was not noticed as such, is it true that AMI's February 23 Annual Meeting was not Bridgetower Inc.'s statutorily-required initial meeting?

a. **Bridgetower Inc.'s Directorship Illegitimacy.** As alleged in §3.P.2 above, is it true that all of Bridgetower Inc.'s directors must be voted on by a quorum of its membership at its initial meeting pursuant to IC §30-30-604, which meeting has not yet occurred?

4. **Covenant Unsoundness.** As alleged in §3.B.8 above, is it true that the foundational defects of Bridgetower Covenants are so severely untenable that same cannot endure as Bridgetower Homeowners' governing document without this Court's declaratory judgement regarding the invalidity of such untenable parts, and without such amendments or modifications as may be appropriately ordered?

5. **Contemplations of Law.** Idaho Statutes and IRCP Rules relevant to the foregoing declarations, exhibits, allegations, and causes of action are contemplated as follows:

A. Class Action. As a prima facie member of the de facto Bridgetower Homeowner Class, Plaintiff may sue as representative party on behalf of all members whereas the prerequisites to a class action are hereby satisfied pursuant Rule 77 §(a) as follows:

1. The class is so numerous that joinder of all members is impracticable;
2. There are questions of law or fact common to the class;
3. The claims or defenses of the representative parties are typical of the claims or defenses of the class; and
4. The representative parties will fairly and adequately protect the interests of the class.

With class-action prerequisites being satisfied by affirmation thereof, Plaintiff asserts that this class action qualifies to be maintained pursuant §77(b)(2) of same, whereas the parties opposing the class, identified herein as Defendants, have "acted or refused to act on grounds generally applicable to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole."

Furthermore, pursuant Rule 79, an action brought by *the members of an unincorporated association* may be maintained as a *class* by naming certain members as representative parties only if it appears that those parties will fairly and adequately protect the interests of the

association and its members. Plaintiff hereby asserts that this complaint's showing of fair and adequate protection of the association and its members' interests meets said rule's requirement for such fair and adequate appearance.

B. Derivative Action. Pursuant IRCP Rule 78, as a de facto member of the de jure unincorporated association identified herein as the Bridgetower Homeowner Class, and *also* as an implicitly alleged member of *both* Bridgetower LLC *and* Bridgetower Inc., by this complaint's showing of fair and adequate representation of the interests of the other class members who are similarly situated in enforcing the rights of the association, Plaintiff meets the prerequisites to bring a derivative action to enforce a right that the association may properly assert but has failed to enforce. The Rule 78(b) pleading requirements for derivative actions are met as follows:

1. This complaint is verified hereinbelow pursuant IC §9-1406;
2. Plaintiff hereby alleges that his class membership later devolved on the foundational 2001 and 2002 transactions complained of by an operation of law, namely fee simple home ownership in Bridgetower Subdivision which began in April 2004.
3. Plaintiff hereby alleges that he was a class member at the time of subsequent transactions complained of.
4. Plaintiff hereby alleges that this action is not a collusive one to confer jurisdiction that the Court would otherwise lack.
5. Plaintiff hereby states with particularity that a Demand for Payment was sent to Bridgetower LLC, and that Bridgetower Inc. explicitly denied said demand, and that both communications are attached herewith as Exhibit U.
6. Plaintiff hereby states with particularity that the reason for not obtaining the action is that such request was explicitly denied by Bridgetower Inc.'s Board of Directors, via AMI's aforementioned email communication on behalf of the petitioned Company.

C. Writ of Prohibition. If appropriate to the likelihood of Plaintiff prevailing on one or more causes of action, alternative and/or peremptory writs of prohibition may be issued against Defendants, to enjoin such acts as will propagate economic damages sustained against Bridgetower Homeowners. Pursuant Rule 74:

1. §(a)(2) *A writ of prohibition* is an order that may arrest the proceedings of any corporation, board, or person, when such proceedings are without or in excess of the jurisdiction of such corporation, board or person;
2. §(a)(3) *An alternative writ* may order a party to stop doing or refrain from taking any other

specified act immediately after receipt of the writ until further order of the Court, and to show cause before the Court at a specified time and place why the party has not stopped the prohibited act;

3. §(a)(4) A *peremptory writ* may require a party to stop doing or refrain from taking any other specified act immediately after receipt of the writ, or at some other specified time,
4. §(b)(1) When any complaint or petition for a peremptory writ of prohibition *asks that an alternative writ be issued first*, the Court may issue the alternative writ based on a *verified complaint showing grounds*.
5. §(b)(2) When a verified complaint for a peremptory writ of prohibition is moved, the responsive pleading to such complaint is filed and served in the same manner as an answer to any other verified complaint in a civil action.

Thereby upon Plaintiff's request, the manifold grounds appearing in this verified complaint patently substantiate the immediate issuance of an alternative writ of prohibition prior to Defendants' responsive pleading, which may enjoin Defendants from levying or collecting future invalid assessments against Bridgetower Homeowners, from transferring the costs and fees incurred while defending this action to said homeowners via such invalid assessments, and from transferring ownership deeds for Bridgetower Property to any other person or entity.

D. Temporary Restraining Orders. Pursuant IC §8-302(4), "Under any of the circumstances described in subsection (1) of this section, or in lieu of the immediate issuance of a writ of possession under any of the circumstances described in subsection (3) of this section, the judge may, in addition to the issuance of an order to show cause, issue such temporary restraining orders, directed to the defendant, prohibiting such acts with respect to the property, as may appear to be necessary for the preservation of rights of the parties and the status of the property." The qualifying circumstances referenced in Subsection (1) are detailed in §5.H below, as is the showing which justifies the issuance of temporary restraining orders under such circumstances. To curtail the continuance of Defendants' immediate and potentially irreparable injuries against Bridgetower Homeowners, the Court may thereby issue such show cause orders and restraining orders immediately without notice to Defendants.

Pursuant IRCP Rule 65(b)(1), "The Court may issue a temporary restraining order without written or oral notice to the adverse party or its attorney only if specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition, and the movant certifies in writing any efforts made to give notice and the reasons why it should not be required." Plaintiff

hereby asserts that the Written Demand for Payment evidenced in Exhibit U, along with the certification inherent in this verified complaint, is sufficient to certify such required effort to give notice of ongoing assessment invalidity, and to certify the reasons why such assessments are invalid.

E. Preliminary Injunctions. Pursuant IRCP Rule 65, “a preliminary injunction may be granted when it appears by the complaint that the plaintiff is entitled to the relief demanded, and that relief, or any part of it, consists of restraining the commission or continuance of the acts complained of, either for a limited period or perpetually.” Plaintiff hereby asserts that the manifold grounds showing in this complaint constitutes such an appearance, and thereby that preliminary injunctions may be issued by this Court on notice to Defendants.

F. Costs and Fees. If appropriate to the likelihood of Plaintiff prevailing on one or more causes of Action hereinbefore, and qualified by Plaintiff’s written demand for payment more than ten days prior to commencement of this action (Exhibit U), the Court may order reasonable attorney’s fees, to be taxed and allowed as part of the costs of the action as a matter of right pursuant to IC §12-120 and the Rules hereafter, with contractual and statutory justification as follows.

1. Pursuant Rule 54 §(b)(1), “The Court may direct entry of a *final judgment* as to one or more, but fewer than all, claims or parties only if the Court expressly determines that there is no just reason for delay”;
2. Pursuant Rule 54 §(c), “Final judgment should grant the relief to which each party is entitled, *even if the party has not demanded that relief* in its pleadings.”
3. Pursuant Rule 54 §(d)(1):
 - a. “(A) Except when otherwise limited by these rules, *costs are allowed as a matter of right to the prevailing party* or parties, unless otherwise ordered by the Court”;
 - b. “(B) In determining which party to an action is a prevailing party and entitled to costs, the trial Court *must*, in its sound discretion, *consider the final judgment or result of the action in relation to the relief sought* by the respective parties”; and
 - c. “(F) All costs and attorney fees approved by the Court and fees for the service of the writ of execution upon a judgment are automatically added to the judgment as costs;
4. Pursuant Rule 54 §(e)(1), “In any civil action the Court may award reasonable attorney fees, including paralegal fees, to the prevailing party or parties as defined in Rule 54(d)(1)(B), when provided for by any statute *or contract*.”
 - a. Pursuant to §8.4 of *the Company’s Operating Agreement*, “Should any litigation be *commenced* against the Declarant or a Manager *for a breach of this Agreement or of*

a duty set out in this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney fees in such litigation, which shall be determined by the Court in such litigation or in a separate action brought for that purpose.”

5. Pursuant Rule 77:

- a. “§(d)(1)(C) In conducting an action under this rule, the Court may issue orders that impose *conditions on the representative parties* or intervenors.”
- b. “§(h) In a certified class action, the Court may award reasonable attorney’s fees and nontaxable costs that are authorized by law *or by the parties’ agreement.*”

Accordingly, by Company Managing Member Varriale’s *signatural agreement* to his own Operating Agreement, Defendants are contractually bound to pay a reasonable sum for Plaintiff’s attorney fees upon this action’s *commencement*, for such acts or omissions which did patently breach their duty to Bridgetower Homeowners, and which does authorize their agreement thereby.

Furthermore, said Operating Agreement also authorizes the Court to determine the amount of such fee’s sum to which Plaintiff is entitled, and Rule 77 authorizes the Court to impose conditions on the representative parties. Therefore, if a sufficient sum for Plaintiff’s costs and fees is peremptorily ordered by the Court at Defendants’ cost, then Plaintiff will conditionally retain qualified individual representation for the duration of this action, as such counsel cannot otherwise be afforded. Notwithstanding, if costs and fees are peremptorily awarded to the Court’s appointed class counsel, and if such counsel acts to sufficiently protect and advance Plaintiff’s rights and interests as a member of the Bridgetower Homeowner Class, then Plaintiff will not retain counsel to represent his individual interests, even if fees for his individual representation are awarded.

G. Writ of Mandate. If appropriate to the likelihood of Plaintiff prevailing on one or more causes of action, alternative and/or peremptory writs of mandate may be issued against Defendants, to compel Defendants’ payment of Plaintiff’s reasonable attorney’s fees, with statutory justification as follows:

1. Rule 74 §(a)(1) A writ of mandate is an order issued by the Court to any corporation, board, or person that compels the performance of an act *which a party has a duty to perform as a result of an office, trust or station.*
2. Rule 74 §(a)(3) An *alternative writ* orders a party to do the act required to be performed immediately after receipt of the writ or at some other specified time, or to show cause before the Court why the party has not done the mandated act.

3. Rule 74 §(a)(4) A *peremptory writ* requires a party, immediately after receipt of the writ or at some other specified time, to do the act required.
4. Rule 74 §(b)(1) When any complaint for a peremptory writ of mandate *asks that an alternative writ be issued first*, the Court may issue the alternative writ based on a *verified complaint showing grounds*.
5. Rule 54 §(e)(1), “In any civil action the Court may award reasonable attorney fees, including paralegal fees, to the prevailing party or parties as defined in Rule 54(d)(1)(B), when provided for by any statute *or contract*.”
 - a. Pursuant to §8.4 of *the Company’s Operating Agreement*, “Should any litigation be *commenced* against the Declarant or a Manager *for a breach of this Agreement or of a duty set out in this Agreement*, the party prevailing in such litigation *shall be entitled*, in addition to such other relief as may be granted, *to a reasonable sum as and for its attorney fees in such litigation*, which shall be determined by the Court in such litigation or in a separate action brought for that purpose.”
 - b. As referenced, Rule 54(d)(1)(B) states in part, “In determining which party to an action is a prevailing party and entitled to costs, the trial Court must, in its sound discretion, consider the final judgment or result of the action in relation to the relief sought by the respective parties.”

Accordingly, the duty to act created by the Company’s own Operating Agreement may be compelled by this Court’s peremptory writ of mandate upon *commencement* of this action, and upon Plaintiff’s contemporaneous request for an alternative writ’s prior issuance. The manifold grounds appearing in this verified complaint patently substantiate the immediate issuance of an alternative writ of mandate prior to Defendants’ responsive pleading, which may contractually compel Defendants to pay such peremptory costs and fees upon the Court’s determination.

If Plaintiff’s costs and fees are peremptorily awarded by the Court at Defendants’ cost, then Plaintiff will retain qualified representation for the duration of this action, as such counsel cannot otherwise be afforded. Notwithstanding, if costs and fees are peremptorily awarded to the Court’s appointed class counsel, and if such counsel acts to sufficiently protect and advance Plaintiff’s rights and interests as a member of the Bridgetower Homeowner Class, then Plaintiff will not retain individual counsel, even if fees are awarded for such representation of his individual interests.

H. Writ of Possession. Pursuant IC §8-302(1), where a property delivery is claimed, the Plaintiff shall show by verified complaint filed with the Court:

1. (a) That Plaintiff is the rightful owner of the property claimed and is entitled to the possession thereof, and the source of such title or right, and a copy of the written instrument basing Plaintiff's interest shall be attached;
2. (b) That the property is wrongfully detained by Defendants, the means by which Defendants came into possession thereof, and the cause of such detention according to his best knowledge, information and belief;
3. (c) A particular description of the property, a statement of its actual value, and a statement to his best knowledge, information, and belief concerning the location of the property and of the residence and business address of the Defendants;
4. (d) That the property has not been taken for a tax, assessment, or fine, pursuant to a statute; or seized under an execution against the property of the plaintiff; or, if so seized, that it is by statute exempt from such seizure.

The source of Plaintiff's rightful title to class-member-proportional ownership of the Bridgetower Homeowner Class's community property is manifest by Bridgetower Covenants and the showing herein, as is Plaintiff's entitlement to class-member-proportional possession thereof. The cause and means of Defendants' wrongful detention of Bridgetower Property is similarly manifest by said showing. Plaintiff's particular description of Bridgetower Property and its location is aforementioned in §2.F herein, as is a statement of said property's value. Said property is also graphically depicted in Exhibit B. To Plaintiff's knowledge, said property has not been taken for any reason or pursuant to any statute, or otherwise seized by any person or entity for any reason.

Pursuant IC §8-312, "In all proceedings brought to recover the possession of personal property, all Courts in which such actions are pending, shall, upon request of any party thereto, give such actions precedence over all other civil actions, except actions to which special precedence is otherwise given by law, in the matter of setting the same for hearing or trial, and in hearing or trial thereof, to the end that all such actions shall be quickly heard and determined." Plaintiff hereby requests that the Court gives this action such early precedence.

Pursuant IC §8-311, "After the property has been delivered to a party as provided in this chapter, the Court shall, by appropriate order, protect that party in the possession of such property until the final determination of the action." Plaintiff hereby requests that the Court does order such necessary protection contemporaneously with issuance of its writ of possession, if so issued.

- I. **Verification.** This complaint is necessarily verified by requirements set forth in IC §8-302(1) & IRCP §11(a), §74(b)(1)(A), and §78(b). Such verification is established pursuant to the following:

1. IRCP §11.1. Verification of pleadings authorized or permitted under IRCP Rules or by law must be a written statement or declaration by a party that the affiant believes the facts stated to be true, and that complies with Idaho Code §9-1406 and Rule 28 of these rules. When an unincorporated association is the party under a common name, the verification may be made by a member.
2. IC §9-1406. Whenever, under any law of this state or under any rule or requirement made pursuant to a law of this state, any matter is required or permitted to be supported, evidenced, established or proved by verification in writing of the person making the same, such matter may with like force and effect be supported, evidenced, established, or proven by an unsworn certification or declaration in writing, which is subscribed by such person and substantially declares under penalty of perjury pursuant to the law of the State of Idaho that the foregoing document is true and correct.

J. 2001 Contractual Want or Failure of Consideration. Regarding the contractual untenability and/or defectiveness of the Company's 2001 Operating Agreement and Bridgetower Covenants (§3.B herein and Exhibits D & E), IC Title 29 controls as follows:

1. §29-103 states that a written instrument is presumptive evidence of a consideration; *however,*
2. §29-101 states that persons deprived of civil rights are not capable of contracting, which invalidates such presumptive consideration whenever such rights are deprived; *furthermore,*
3. Section 29-104 states that the burden of showing a want of consideration sufficient to support an instrument lies with the party seeking to invalidate or avoid it.

Thus, the manifold grounds appearing in this complaint patently constitutes the burden of showing either the Company's governing documents' foundational want of consideration, or said documents' subsequent failure of consideration if contractual consideration did originally exist, contingent upon this Court's findings of fact, conclusions of law, and declaratory judgements.

Furthermore, IC §28-2-302 gives the Court wide latitude regarding limitation of contractual enforceability: "If the Court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the Court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result." If such contract enforcement is not refused, then selective and limiting enforcement is patently necessary in this case, to ameliorate the onerous requirements of such an

unconscionably restrictive governing document as Bridgetower Covenants demonstrably is.

K. 2011 Primeland Dissociation Causing LLP and LLC Dissolution. Regarding the 2011 Primeland partnership change referenced in §3.E above, the Idaho Uniform Partnership Act controls as follows:

1. Primeland's Undertaking Completion and Bews-Floyd's Dissociation.

- a. Pursuant IC §30-23-801(2)(C), in a partnership for a particular undertaking, such partnership is dissolved and its business must be wound up within ninety (90) days upon the completion of the undertaking.
- b. Pursuant IC §30-23-801(2)(A), in a partnership for a particular undertaking, such partnership is dissolved and its business must be wound up within ninety (90) days upon a person's dissociation by wrongful dissociation under section 30-23-602(b), .
- c. Pursuant IC §30-23-602(b)(2), in the case of a partnership for a particular undertaking, a person's dissociation as a partner is wrongful only if the dissociation occurs before the completion of the undertaking, and the person withdraws as partner by express will, which is an accurate description of the dissociating event.

Thereby, if Bews-Floyd's January 3, 2011 affirmative dissociation *preceded* the completion of Primeland's undertaking, then such dissociation was wrongful, and Primeland must therefore be dissolved. Alternatively, if Bews-Floyds's dissociation *followed* the completion of Primeland's undertaking, then Primeland must therefore be dissolved because of said undertaking's completion. In either case, Primeland's 2011 dissolution must stand regardless of the completion status of Primeland's undertaking, because if Primeland completed the undertaking of its partnership, or if Bews-Floyd wrongfully disassociated prior to the undertaking's completion, then either such event caused Primeland's dissolution. Thereby, pursuant IC §30-25-701(a)(3), Bridgetower LLC was statutorily required to dissolve ninety (90) days after Primeland's de jure partnership dissolution.

- 2. Bews-Floyd's Potential Liability Removal.** Because the Company's April 26, 2011 purported reinstatement occurred more than ninety (90) days after Bew-Floyd's partnership dissociation, Plaintiff lacks certainty whether Bews-Floyds's liability continues thereafter, in case their rightful dissociation pursuant to IC §30-23-602(b)(2)(A) constitutes the expression of that partner's consent to wind up the partnership business, as articulated in §30-23-801(2)(A).

- 3. Lack of Partnership Amendment.** The lack of a recorded Secretary of State

amendment adding Belltower as a Primeland partner in 2011 calls into question the lawful standing of Primeland's subsequent partnership. Belltower/Buzzini initially appears as a Primeland partner on Primeland's July 14, 2011 *Annual Report* (Exhibit H). Significantly, said report was filed three days after expiration of the ninety-day period when admission of new Company members was allowed pursuant §30-25-701(a)(3), as articulated in the following subsection (§5.L below).

L. 2011 Bridgetower LLC De Jure Dissolution and Operational Deviation. Regarding Bridgetower LLC's April 11, 2011 dissolution referenced in §3.F above and Exhibit I, and also regarding said company's subsequent operational deviation referenced in §3.G above and Exhibit L, the Idaho Uniform Limited Liability Company Act controls as follows:

1. Pursuant §30-25-701(a)(3), a limited liability company is dissolved, and its activities and affairs must be wound up, upon the occurrence of the passage of ninety (90) consecutive days during which the company has no members, unless before the end of the period consent to admit at least one specified person as a member is given by transferees owning the rights to receive a majority of distributions as transferees at the time the consent is to be effective, and at least one person becomes a member in accordance with the consent.

Plaintiff is unaware of the Company's lawful admission of any specified person by any such rightful majority transferee prior to the end of said ninety-day period, and hereby asserts that, to substantiate the Company's endurance after its de jure April 11, 2011 dissolution, Defendants' must show cause why any such subsequently added Company Member is a statutorily justified member in fact.

M. 2016 Primeland Affirmatively Consents to Company Dissolution. Regarding the 2016 Primeland Cancellation and Bridgetower LLC membership termination referenced in §3.H above, the Idaho Uniform Limited Liability Company Act controls as follows:

1. Pursuant §30-25-701(a)(2), a limited liability company is dissolved, and its activities and affairs must be wound up, upon the occurrence of the affirmative vote or consent of all the members.
2. Pursuant §30-25-602(11), a person is dissociated as a member when, in the case of a person that is not an individual, the existence of the person terminates.

Accordingly, Primeland's September 12, 2016 Cancellation, which de jure Primeland Partner Varriale and de facto Primeland Partner Buzzini executed and filed with Idaho's Secretary of State (Exhibit M), constitutes the affirmative vote or consent of all Bridgetower LLC

Company Members to dissociate their membership from said company, and to dissolve the Company thereby.

N. 2020 Bridgetower LLC Contractual Termination. Regarding the Company's 2020 preset dissolution referenced in §3.I above and evidenced in Exhibit M, the Idaho Uniform Limited Liability Company Act controls as follows:

1. Pursuant IC §30-25-701(a)(1), a limited liability company is dissolved, and its activities and affairs must be wound up, *upon the occurrence of an event or circumstance that the operating agreement states causes dissolution.*
2. Pursuant Article §2.3 of the Company's Operating Agreement, "The [Company] *shall be dissolved*, and its affairs wound up in accordance with the Act and this Operating Agreement *on December 31, 2020*, unless the term shall be extended by a duly adopted amendment to this Operating Agreement, *or unless the [Company] shall be sooner dissolved* and its affairs wound up in accordance with the Act or this Operating Agreement."

Accordingly, by statutory and contractual requirement, the Company could not possibly have endured after its December 31, 2020 preset dissolution. Additionally, by the language of the Company's own governing document, the Company's sooner dissolution in 2011 or 2016 is warranted by its own prior acts.

O. 2023 Bridgetower Inc. Membership Dichotomy. Regarding Bridgetower Inc.'s 2023 incorporation as referenced in §3.M above and evidenced in Exhibit Q, the Idaho Nonprofit Corporation Act controls as follows:

1. **Members' and Third Party's Power to Act.** Pursuant IC §30-30-304, "A corporation's power to act may be challenged in a proceeding against the corporation to enjoin an act where a third party has not acquired rights. Such proceeding may be brought by... a member or members in a derivative proceeding." If Plaintiff is judicially declared to be a member of Bridgetower Inc., then said corporation's power to act is challenged by Plaintiff's showing in this verified derivative class action. If not judicially declared to be a member, then Plaintiff's standing to challenge Bridgetower Inc.'s authority rests upon said corporation's collusion with other Defendants against Bridgetower Homeowner Class Members' acquisition of third-party rights.
2. **Bridgetower Inc.'s Membership Qualification.** Pursuant IC §30-30-401(2), "No person shall be admitted as a member [of a nonprofit corporation] without his or her consent." Plaintiff has not explicitly consented to such membership by any act

heretofore, but Defendants' do implicitly allege Plaintiff's membership in the Corporation when emailing communications and when levying assessments; such membership is also implicitly alleged for all members of the Bridgetower Homeowner Class.

3. Implied Consent to Corporate Membership. Pursuant IC §30-30-401(3), "No person who is not an incorporator shall become a member of a cooperative corporation unless such person shall agree to use services furnished by the corporation when such service shall be available through its facilities." Thereby, payment of future assessments levied by AMI against Bridgetower Homeowners could be misconstrued as said homeowners' implied consent of contractual obligation to Bridgetower Inc. for such furnished services. To avoid such misconstrued consent, Plaintiff's assessment payments will cease until this matter is adjudicated; therefore, Plaintiff may request the Court's protection against Defendants' potential assessment collection efforts, including invalidation of any interest or fees which may otherwise accrue because of any such assessment's appropriate payment delay.

6. Demand for Judgement. Therefore, established on the foregoing declarations, exhibits, allegations, contemplations, assertions and requests, and pursuant to the requirements set forth in IC §5-335, Plaintiff prays for the following injunctive remedies and declaratory relief:

A. Judgement. Based upon verification of the declarations articulated and exhibited herein, and upon this Court's judicial authority pursuant to the Statutes of the State of Idaho as referenced herein, Plaintiff hereby requests this Court's findings of fact, conclusions of law, and declaratory judgments for all allegations which are itemized by their respective causes of action in Section 4 herein, and for all assertions and allegations which constitute pleading requirements as contemplated in Section 5 herein.

B. Class Certification. Based upon the statutory justification articulated in §5.A above, and pursuant to IRCP Rules as follows:

1. **Identification and Certification Order.** Plaintiff hereby requests that this Court's Rule §77(c) class certification order be issued at such early a time as is practicable which does certify Bridgetower Homeowners as a §77(b)(2) class, and that said order identifies or describes members of the Bridgetower Homeowner Class and said class's claims or issues.
2. **Notice.** Pursuant Rule §77(c)(2)(A), Plaintiff hereby requests that the Court directs appropriate notice to each Bridgetower Homeowner Class Member, and that expenses relating to the issuance of any such requisite notices are ordered as Defendants' rightful

financial obligation, or if not Defendants' rightful obligation then the aggregate class's obligation instead.

3. **Subclasses.** Pursuant Rule 77(c)(5), if appropriate for homeowners in Bridgetower plat annexations who have extra assessments levied against them for additional management services as evidenced in Exhibit P, Plaintiff hereby requests that the Bridgetower Homeowner Class be divided into appropriate subclasses, and that the members and claims of such subclasses and are identified and described, and that such members are properly noticed at Defendants' rightful expense, or alternatively at the aggregate subclass's expense instead.
4. **Appointment of Counsel.** Plaintiff hereby requests that said class certification order appoints class counsel to fairly and adequately represent the interests of the aggregate class pursuant Rule §77(g), and that such counsel be remunerated at Defendants' expense pursuant Rule §77(h), as qualified by the Rule 54 claim for such award hereinbelow, or if not, then be remunerated at the aggregate class's expense, or such proportionate expense as is otherwise individually appropriate.
5. **Representative Party.** Pursuant Rule 79, because this action is brought by members of an unincorporated association as a class, and justified by this complaint's appearance of fair and adequate representation of the interests of the association and its members, it is hereby requested that the Court names Plaintiff as the Bridgetower Homeowner Class's representative party, along with all other Bridgetower Homeowners who have offered signatural concurrence to this complaint as evidenced in Exhibit W.

C. Injunctions. If appropriate to the likelihood of Plaintiff prevailing on one or more causes of action, preliminary injunctions, temporary restraining orders, and/or alternative and/or peremptory writs of prohibition may be issued against Defendants, to enjoin such acts as will propagate economic damages sustained against Bridgetower Homeowners.

1. **Alternative Writ of Prohibition.** Pursuant to the statutory justification articulated in §5.C above, and based upon the manifold grounds appearing in this verified complaint which patently substantiate the immediate issuance of an alternative writ of prohibition prior to Defendants' responsive pleading, Plaintiff hereby moves this Court for such writ's issuance, to enjoin Defendants:
 - a. from levying or collecting additional invalid assessments against Bridgetower Homeowners in the future, especially prior to the second-quarterly assessment April 30 due date if possible, and from charging late fees or interest for delayed payments prior to any subsequently-validated levies;

- b. from transferring the costs and fees incurred defending this action to said homeowners via such invalid assessments or special assessments; and
- c. from transferring Bridgetower Property ownership deeds or titles to any other person or entity.

2. **Temporary Restraining Orders.** If such Alternative Writ of Prohibition is not issued as moved, then pursuant to the statutory justification articulated in §5.D above, Plaintiff hereby requests the immediate issuance of the following temporary restraining orders:

- a. An order enjoining Defendants from levying or collecting impending quarterly community-property maintenance assessments against Bridgetower Homeowners until after a preliminary injunction hearing, especially prior to the second-quarterly assessment April 30 due date if possible, and from charging late fees or interest for delayed payments prior to any subsequently-validated levies; and
- b. An order enjoining Defendants from transferring to Bridgetower Homeowners any costs and fees which may be incurred when defending this action against the wrongful detention of Bridgetower Property from said homeowners, until after a preliminary injunction hearing; and
- c. An order enjoining Defendants from transferring ownership deeds for Bridgetower Property to any other person or entity until after a preliminary injunction hearing.

3. **Peremptory Writ of Prohibition.** Regardless of issuance of the Court's alternative writ of prohibition, and pursuant to the statutory justification articulated in §§ 5.C & 5.E above, Plaintiff hereby moves for the following preliminary injunctions upon notice to Defendants, by way of this Court's issuance of a peremptory writ of prohibition:

- a. An order enjoining Defendants from levying or collecting any additional quarterly community-property maintenance assessments against Bridgetower Homeowners until after this case is finally adjudicated, especially prior to the second-quarterly assessment April 30 due date if possible, and from charging late fees or interest for delayed payments prior to any subsequently-validated levies; and
- b. An order enjoining Defendants from transferring to Bridgetower Homeowners any costs and fees which may be incurred when defending this action against the wrongful detention of Bridgetower Property from said homeowners, until after this case is finally adjudicated; and

- c. An order enjoining Defendants from transferring ownership deeds for Bridgetower Property to any other person or entity until this case is finally adjudicated.

D. Costs and Fees. Based on the statutory justification contemplated in §§ 5.F & 5.G above, Plaintiff hereby moves this Court for issuance of its *Certificate of Partial Judgement as Final* and/or its *Writ of Mandate* relating to Plaintiff's peremptory award of costs and fees as a matter of right, at such early time the Court sets as is practicable, so that Plaintiff may retain qualified personal representation for the duration of this action, and/or so that the Court's appointed class counsel may be appropriately remunerated at Defendants' expense, or alternatively at the aggregate class's expense.

If costs and fees are peremptorily awarded to Plaintiff by the Court at Defendants' expense, then Plaintiff will conditionally retain qualified individual representation for the duration of this action, as such counsel cannot otherwise be afforded. Notwithstanding, if costs and fees are peremptorily awarded to the Court's appointed class counsel, and if such class counsel acts to sufficiently protect and advance Plaintiff's rights and interests as a member of the Bridgetower Homeowner Class, then Plaintiff will not retain counsel for representation of his individual interests.

In case the Court instead awards costs and fees for Defendants and against Plaintiffs in part or in whole, then Plaintiff requests that such class expenses be apportioned against the aggregate Bridgetower Homeowner Class instead of against Plaintiff individually, excepting his class-member-proportional share. In case the parties are ordered to each pay their own costs and fees, then Plaintiff requests that any costs and fees particularly relating to the prosecution of this class action be apportioned against said class, including the fees for whichever class counsel the Court may appropriately appoint.

E. Delivery of property. Pursuant to §8-301, and based on the statutory justification articulated in §5.H above,

1. Plaintiff hereby claims delivery of Bridgetower Property to the Bridgetower Homeowner Class. Plaintiff prays that this Court's *Writ of Possession* be issued after Defendants make restitution to said class for economic damages sustained by the invalid levying of assessments against the detention of said property, for recovery of such reserve fund sufficiency as should rightfully be returned along with the property it accompanies.
2. Plaintiff also requests that said writ's issuance be delayed until the restoration of said class's statutory rights is judicially declared, so that said class may thereby be appropriately endowed to meet the liability and maintenance obligations of such community property ownership, and so that said class may be judicially authorized to

enforce Bridgetower Covenants by way of civil action. Plaintiff hereby presumes to request that such prospective nonprofit corporation be named *Bridgetower Neighborhood Homeowners, Incorporated*. Irrespective of its name, whichever nonprofit corporation is declared to possess contractual and statutory authority over Bridgetower Property and Bridgetower Homeowners thereby, Plaintiff hereby requests that said corporation not be directed or managed upon its founding by any individual or entity named herein as Defendants.

3. Plaintiff additionally requests that this action be given its due early precedence pursuant IC §8-312, and that the Court orders such necessary property protection as is appropriate contemporaneously with issuance of its writ pursuant IC §8-311.

F. Recovery of Economic Damages. Pursuant IC §6-1601, Claimant has suffered objectively verifiable economic losses by way of out-of-pocket expenses which were invalidly levied or assessed by Defendants' collusive acts of willful or reckless misconduct. Such economic damages were similarly perpetuated and propagated against the entire Bridgetower Homeowner Class.

Pursuant IC §5-218.4, the causes of action in this case may not be deemed to have accrued until the aggrieved party discovers the facts constituting the fraud or mistake, which in this case was on or after February 23, 2023. As such, each Defendants' statutory liability for economic damages extends to the Company's founding for any such willful or reckless act so discovered.

Therefore, Plaintiff requests that the Court orders repayment of actual economic damages sustained and propagated by Defendants against Plaintiff and against the Bridgetower Homeowner Class as follows:

1. If the Court's adjudication favors individual class members over the aggregate Bridgetower Homeowner Class, then Plaintiff requests that the Court orders Defendants to repay \$11,250 in individual economic damages sustained against Plaintiff Adam Simonds, for invalidly levied assessments from the time of his April 2004 home purchase in Bridgetower Subdivision until the present, or alternatively for a lesser amount calculated from such subsequent time as is judicially declared to be appropriate.
2. If the Court's adjudication favors the aggregate Bridgetower Homeowner Class over class members individually, then Plaintiff requests that the Court orders Defendants to repay the class's aggregate sum of economic damages for assessments which were invalidly levied against the Bridgetower Homeowner Class, to be calculated and aggregated with specificity for each and every Bridgetower Homeowner Class Member's actual

economic damages, from whichever time is judicially declared to be appropriate based upon the facts exhibited herein, and upon the tortious acts alleged thereby.

G. Governing Document Modification. Pursuant IC §28-2-302, if the allegation in §4.G.4 herein is substantiated and the Court as a matter of law finds Bridgetower Covenants or any clause of said covenants to have been unconscionable at the time it was made, Plaintiff hereby requests that the Court refuses to enforce the contract, or that the Court only enforces the remainder of the contract without any such unconscionable clause, or that the Court so limits the application of any unconscionable clause as to avoid any unconscionable result.

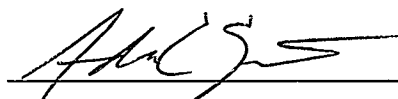
H. Relief in the Alternative. Pursuant IC §5-335, Plaintiff hereby requests any such alternative relief as the Court deems appropriate, including but not limited to:

1. Appointment of receivers pursuant IC §8-601(5), in the case where a corporation has been dissolved, or is insolvent, or in imminent danger of insolvency, or has forfeited its corporate rights, which is conspicuously true of Bridgetower LLC, Primeland, Bews-Floyd, and AMI in this case;
2. Attachment of Defendants' property pursuant Idaho Statutes Title 8, Chapter 5;
3. Intervention by an agency of the State of Idaho pursuant IRCP Rule 24(b)(2), when a party's claim is based on either a statute administered by such agency, or on any regulation, requirement, or agreement made under such statute.

7. Verification. Under oath and subject to penalty of perjury pursuant to the law of the State of Idaho, Plaintiff Adam Simonds declares by his subscription hereunder that, based upon the evidence exhibited herewith and upon his own personal knowledge, the foregoing document is true and correct.

Wherefore, having stated the grounds upon which this Petition is based, having stated the injunctive remedies and declaratory relief being sought, and for manifold causes appearing, Plaintiff prays for this Court's impartial adjudication of the allegations and demands herein pursuant to the laws of the State of Idaho, and for such other remedy and relief as the Court deems just and equitable.

DATED: March 30, 2023



Adam C. Simonds