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**IN THE FIFTH JUDICIAL DISTRICT
IN AND FOR WASHINGTON COUNTY, STATE OF UTAH**

Richard E. Frost; Steve R. Brazell; and Michael Major, individual residents of The Ledges, Plaintiffs, v. The Ledges of St. George Master Owners Association, Inc., a Utah nonprofit corporation; Valderra Development, LLC; an administratively dissolved Utah limited liability company; Valderra Development, LLC, a Utah limited liability company; Valderra Land Holdings, LLC, a Utah limited liability company; Charlene Huber; Christina Moore; Lynn Padan; and Jared Hanson. Defendants.	**VERIFIED COMPLAINT** Case No.: Judge: Tier 2 **(Jury Trial Demanded)**

Plaintiffs Richard E. Frost ("Frost"), Steve R. Brazell ("Brazell"), and Michael Major ("Major") (collectively "Plaintiffs"), by and through their attorneys, make and file this Verified Complaint against Defendants The Ledges of St. George Master Owners Association, Inc. ("the Association"), a Utah nonprofit corporation, Valderra Development, LLC ("Valderra Development"), an administratively dissolved limited liability company, Valderra Development

(“Valderra Development II”), LLC, a Utah limited liability company, Valderra Land Holdings, LLC (“Valderra Holdings”), a Utah limited liability company, Charlene Huber (“Huber”), Christina Moore (“Moore”), Lynn Padan (“Padan”), and Jared Hanson (“Hanson”) (collectively, “Defendants”). In support thereof, Plaintiffs allege and aver as follows:

NATURE OF THE CASE

1. This is a direct action by lot owners and residents to enforce their rights to lawful governance, transparency, records access, open meetings, and protection from the unlawful use of homeowner assessments.

2. Plaintiffs do not assert that this complaint is a derivative claim filed on behalf of the Association under Title 16, Chapter 6a.

3. Plaintiffs challenge a pattern of governance conduct that, on information and belief, preserved or restored declarant influence within the Association, limited meaningful owner participation, and allowed Association funds to be used for purposes that primarily benefited developer-controlled commercial interests rather than legitimate Association purposes.

4. Plaintiffs further challenge Defendants’ failure to provide timely and complete transparency regarding governance actions, legal expenditures, and financial records relating to those expenditures.

5. Plaintiffs seek declaratory relief, temporary and permanent injunctive relief, statutory relief under the Utah Community Association Act, Utah Code § 57-8a-101 *et seq.*, and an equitable accounting.

PARTIES, JURISDICTION, AND VENUE

6. Plaintiff Richard E. Frost is a resident of Washington County, Utah. Frost resides in The Ledges at St. George ("The Ledges") master planned community and is a member of the Association.

7. Plaintiff Steve R. Brazell is a resident of Washington County, Utah. Brazell resides in The Ledges and is a member of the Association.

8. Plaintiff Michael Major is a resident of Washington County, Utah. Major resides in The Ledges and is a member of the Association.

9. Defendant The Ledges of St. George Master Owners Association, Inc., is a Utah nonprofit corporation.

10. Defendant Valderra Development, LLC, is an administratively dissolved limited liability company. On information and belief, Valderra Development is the original declarant, successor declarant, or an affiliated entity that exercised declarant rights or declarant-aligned control in connection with the Association. Upon information and belief, Valderra Development was administratively dissolved in or about June 2018.

11. Defendant Valderra Development, LLC, is a Utah limited liability company. On information and belief, Valderra Development II is the original declarant, successor declarant, or an affiliated entity that exercised declarant rights or declarant-aligned control in connection with the Association.

12. Defendant Valderra Land Holdings, LLC, is a Utah limited liability company. On information and belief, Valderra Holdings is the original declarant, successor declarant, or an affiliated entity that exercised declarant rights or declarant-aligned control in connection with the Association.

13. On information and belief, Defendant Charlene Huber is a resident of Summit County, Utah.

14. On information and belief, Defendant Christina Moore is a resident of Summit County, Utah.

15. On information and belief, Defendant Lynn Padan is a resident of Summit County, Utah.

16. On information and belief, Defendant Jared Hanson is a resident of Utah County, Utah.

17. Defendants Huber, Moore, Padan, and Hanson are current or former board members of the Association and are named as defendants because they participated in, approved, ratified, implemented, or continue to implement the challenged actions and are proper parties to prospective declaratory and injunctive relief.

18. This Court has personal jurisdiction over all Defendants.

19. This Court has subject-matter jurisdiction because the claims arise under the Utah Code, Utah common law, and recorded governing documents affecting real property in Utah.

20. Venue is proper in this Court because The Ledges is located in Washington County, the challenged conduct occurred in Washington County, and the governing documents are recorded in Washington County.

GENERAL ALLEGATIONS

The Community and Governing Documents

21. The Ledges is a master planned residential community located in Washington County, Utah.

22. The community was developed by one or more declarants that recorded governing documents establishing the Association.

23. The governing documents include a declaration of covenants, conditions, and restrictions, bylaws, and related governance instruments.

24. During the development phase, the governing documents reserved certain declarant rights and powers.

25. In or about July 15, 2010, Valderra Development was assigned the rights to be the Association's declarant.

26. Over time, homes were sold to individual lot owners, and governance was expected to transition from developer control to owner-accountable governance.

27. The last declarant-controlled sale of property within The Ledges by Valderra Development, was sold on or about October 30, 2015.

28. On information and belief, Valderra Development was administratively dissolved in June 2018.

29. A new entity named Valderra Development II was created and registered with the Utah Division of Corporations and Commercial Code in September 2021, and assumed control over the Association.

30. Valderra Development did not execute an assignment of declarant rights to Valderra Development II.

31. Valderra Development II maintained control over the Association until May 6, 2025.

32. During the 2025 Utah legislative session, HB217 and HB86 were passed and signed into law.

33. HB86 was sponsored by Rep. Walter Brooks and was directed to helping homeowners trapped in situations where declarant control continued long after they ceases to own or offer property for sale and directly impacted Utah Code § 57-8a-502.

34. Applicable here, effective May 7, 2025, Utah Code § 57-8a-502 states that:

> (1) Unless otherwise provided for in a declaration and subject to Subsection (2), a period of administrative control terminates 60 days after the day on which 80% of the lots that may be created in the association are conveyed to lot owners other than a declarant.
>
> (2) Notwithstanding Subsection (1) the period of administrative control terminates no later than the earlier of: (a) the day on which the declarant no longer owns any lot and no longer possesses any development right; or (b) seven years after the day on which a declarant has ceased to offer lots, including lots that may be created, for sale in the ordinary course of business.

Utah Code § 57-8a-502(1), (2).

35. On or about May 6, 2025, Valderra Development II assigned declarant rights in the Association to Valderra Holdings.

36. The following documents were also executed on May 6, 2025 and May 7, 2025:

a. May 6, 2025 executed Declaration of Annexation made pursuant to Article 12 of the Amended CC&Rs by Valderra Holdings;

b. May 6, 2025 executed Declaration of Annexation made pursuant to CC&Rs by Valderra Holdings;

c. May 6, 2025 executed Amendment to the Bylaws of the Association by Valderra Holdings;

d. May 6, 2025 execution of Easement to Valderra Holdings by the Association;

e. May 6, 2025 executed Amendment and Restatement of the Master Declaration of Covenants, Conditions, and Restrictions of The Ledges by Valderra Holdings;

f. May 7, 2025 executed Declaration of Annexation made pursuant to Article 12 of the Amended CC&Rs by Valderra Holdings; and

g. May 7, 2025 executed and amended Declaration of Annexation made pursuant to Article 12 of the Amended CC&Rs by Valderra Holdings.

37. The assignment to Valderra Holdings was recorded with the Washington County Recorder on May 7, 2025.

38. Additionally, on May 7, 2025, the documents identified in paragraph 36(a)-(g) were recorded with the Washington County Recorder's Office.

39. Upon information and belief, this was done to contravene Utah Code § 57-8a-502's declarant termination provision.

40. The assignment to Valderra Holdings, and execution of the documents identified in paragraph 36(a)-(g) were done without prior notice or input of The Ledges property owners and Association members.

Governance Structure and Challenged Control

41. Plaintiffs allege, on information and belief, that governance actions were taken that preserved, extended, or restored declarant influence within the Association.

42. Those actions included, on information and belief, amendments, procedural changes, governance interpretations, or board practices that altered the structure of decision-making within the Association.

43. Plaintiffs further allege that the challenged actions reduced meaningful homeowner participation and oversight.

44. Plaintiffs are informed and believe that individuals aligned with the developer exercised significant influence over board decision-making.

45. Plaintiffs are informed and believe that Huber, Moore, Padan, and Hanson participated in, approved, ratified, or implemented governance actions that preserved or restored declarant-aligned influence.

46. Plaintiffs are informed and believe that some challenged governance actions were taken without full transparency to owners and without lawful owner participation required by the governing documents and Utah law.

47. To the extent any challenged action involved an amendment to the declaration or an amendment threshold or lock-up that is prohibited by Utah Code § 57-8a-104, Plaintiffs allege that the action is invalid and unenforceable.

Trademark/Branding Litigation and Use of Association Funds

48. At times relevant to this action, disputes arose concerning the use of "The Ledges" name and related trademark, branding, or commercial-identification rights.

49. Plaintiffs are informed and believe that the trademark or related branding rights were created, controlled, or claimed by the Valderra Holdings or affiliated entities.

50. Plaintiffs are informed and believe that litigation or legal work was undertaken concerning those trademark, branding, or related commercial interests.

51. Plaintiffs allege, on information and belief, that this litigation or legal work primarily concerned private developer or affiliate commercial interests rather than legitimate Association governance, maintenance, or owner-protection functions.

52. Plaintiffs are informed and believe that Association funds, derived from mandatory homeowner assessments, were used to pay legal fees or related expenses connected to that litigation or legal work.

53. Homeowners were not meaningfully consulted before Association funds were committed to those purposes.

54. Plaintiffs are informed and believe that Huber, Moore, Padan, and Hanson approved, authorized, ratified, or failed to prevent these expenditures.

55. Plaintiffs allege that using Association funds for litigation or legal work that primarily benefits Valderra Holdings' commercial branding or trademark interests is outside the Association's legitimate purposes and contrary to the governing documents and Utah law.

56. As governance concerns increased, Plaintiffs and other homeowners sought information concerning legal fees, financial expenditures, governance decisions, meeting materials, and board actions.

57. Plaintiffs requested records concerning, among other things, legal expenses, invoices, billing summaries, meeting minutes, notices, budgets, financial statements, and materials relating to the challenged governance actions.

58. Plaintiffs also sought records concerning legal expenditures relating to the trademark, branding, or related litigation.

59. Plaintiffs allege that the Association failed to provide complete, timely, and clear responses to those requests.

60. Plaintiffs allege that requested information was delayed, incomplete, insufficiently explained, or withheld.

61. Plaintiffs allege that this lack of transparency hindered their ability to evaluate whether the Association was being governed in accordance with the governing documents and Utah law.

Pattern of Notice and Opportunity to Cure

62. On or about March 23, 2026, Frost submitted a written records request to the Association, providing the notice required under Utah Code § 57-8a-227.

63. On or about April 7, 2026, the Association responded to Frost's request. In that response, the Association refused to produce requested records and asserted that the request could not be processed unless additional conditions were satisfied, including providing an indemnification agreement, stating a specific purpose, and agreeing to pay unspecified costs and fees.

64. The Association further asserted that certain categories of requested records, including legal billing records and materials relating to the challenged expenditures, were not subject to production.

65. These conditions and limitations are not required by Utah Code § 57-8a-227 and, as applied, operate to deny Plaintiffs their statutory right to inspect and copy Association records.

66. In addition to the formal statutory notices referenced herein, Plaintiffs and other homeowners provided Defendants with repeated written notice of the noncompliance underlying this action, including concerns regarding governance practices, unequal enforcement, financial opacity, and the use of Association funds.

67. On or about November 24, 2025, a homeowner sent a written communication to Association management and declarant representatives identifying multiple specific covenant and enforcement violations across several properties, requesting confirmation of enforcement actions, and demanding corrective action. That communication further indicated that the issues would continue to be documented until resolved.

68. Homeowners also submitted written complaints identifying ongoing violations at specific properties, including construction-related hazards, debris, and unpermitted or incomplete improvements, and demanded enforcement action, fines, and remediation, while raising concerns regarding inconsistent and selective enforcement.

69. Beginning in or about 2023 and continuing through 2026, homeowners sent multiple written communications identifying concerns regarding the Association's financial management, including the handling of road-assessment funds, unexplained financial entries, and the use of Association funds for legal expenditures. These communications requested accounting, documentation, and explanation of the source, handling, and use of such funds.

70. In or about December 2025, homeowners demanded transparency regarding approximately $160,000 in legal expenditures paid from Association funds and objected to the use of homeowner assessments for such purposes absent adequate disclosure or justification, requesting supporting records and information.

71. In or about February 2026, additional written communications from homeowners questioned and challenged the reasonableness and propriety of Association expenditures, including legal fees and other significant expenses, and again demanded explanation and accountability.

72. These communications were directed to Association management, Board members, and/or Declarant representatives and provided Defendants with repeated, specific notice of the issues raised in this action, as well as multiple opportunities to investigate, respond, and cure.

73. Despite these repeated written notices and demands, Defendants failed to provide adequate responses, failed to produce requested records, and failed to take corrective action, and the challenged conduct has continued.

Board Meetings and Owner Participation

74. Plaintiffs are informed and believe that one or more challenged board decisions were made without proper notice, without a lawful open meeting process, without a reasonable owner comment opportunity, or through procedures that did not comply with Utah law.

75. Plaintiffs do not allege in this complaint that every board discussion concerning litigation had to occur in open session.

76. Plaintiffs do allege that the Association was required to comply with the open-board-meeting requirements applicable under Utah law for board action and owner participation, subject to the statute's limited exceptions.

77. Plaintiffs further allege that the Association failed to cure one or more noticed violations after receiving written notice from Plaintiffs or their counsel.

Owner Complaints and Community Concern

78. As these issues grew, homeowners communicated with one another regarding governance, transparency, and expenditures.

79. These communications revealed shared concerns about governance practices, transparency, and the use of Association funds.

80. Homeowners compiled written complaints, correspondence, and other materials reflecting these concerns.

81. Homeowners also gathered survey information and community feedback showing significant concern regarding transparency, governance, and financial stewardship.

82. Plaintiffs allege that the challenged conduct is ongoing.

83. Plaintiffs allege that Association funds remain at risk of further expenditure for disputed purposes.

84. Plaintiffs further allege that owner governance rights and transparency rights continue to be impaired.

85. Plaintiffs lack an adequate remedy at law to prevent continued non-routine expenditures, continued opacity, and further entrenchment of the challenged governance structure.

FIRST CAUSE OF ACTION

Declaratory Judgment (Declarant Termination) – Against the Association, Valderra Development, Valderra Development II, Valderra Holdings

86. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

87. An actual, present, and justiciable controversy exists between Plaintiffs and Defendants, the Association, Valderra Development, Valderra Development II, and Valderra Holdings, concerning whether declarant control over the Association has terminated.

88. Plaintiffs seek a declaration that Valderra Holdings' control of the Association terminated as a matter of law, no later than seven years after declarant-controlled sales ceased, or October 30, 2022.

89. Declaratory relief is necessary to resolve uncertainty, prevent additional expenditures, and restore lawful governance.

SECOND CAUSE OF ACTION

Declaratory Judgment (Association Governance) – Against All Defendants

90. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

91. An actual, present, and justiciable controversy exists between Plaintiffs and Defendants concerning:

a. the lawful structure of governance within the Association;

b. the validity of challenged governance actions and amendments;

c. whether Association funds may lawfully be used for litigation or legal work that primarily benefits Valderra Holdings' trademark, branding, or other commercial interests;

d. whether the Association complied with Utah's records and open-board-meeting requirements; and

e. whether Huber, Moore, Padan, and Hanson acted within lawful authority in implementing the challenged actions.

92. Plaintiffs seek a declaration that:

a. Association funds may not be used for litigation or legal work that primarily benefits Valderra Holdings' private commercial interests rather than legitimate Association purposes;

b. the challenged amendment or governance actions adopted in violation of the governing documents or Utah law are invalid and unenforceable;

c. the challenged actions violating Utah Code § 57-8a-104 are invalid and unenforceable; and

d. Defendants have failed to properly comply with Utah's owner-records and open-board meeting requirements.

93. Declaratory relief is necessary to resolve uncertainty, prevent additional expenditures, and restore lawful governance.

THIRD CAUSE OF ACTION
Temporary, Preliminary, and Permanent Injunctive Relief, Utah R. Civ. P. 65A – Against All Defendants

94. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

95. Plaintiffs are entitled to temporary, preliminary, and permanent injunctive relief to preserve the status quo and prevent ongoing harm.

96. Unless restrained, Defendants are likely to continue:

a. approving or paying disputed non-routine legal expenditures;

b. withholding or delaying records needed for owner oversight;

c. exercising improper control over the Association; and

d. implementing or relying on challenged governance actions.

97. Plaintiffs seek injunctive relief narrowly tailored to:

a. prohibit further non-routine expenditure of Association funds for litigation or legal work that primarily benefits Valderra Holdings' trademark, branding, or other commercial interests;

b. require preservation of records and communications concerning the challenged expenditures and governance actions;

c. require an interim accounting and prompt production of financial records related to the challenged expenditures; and

d. prevent implementation of new governance amendments altering voting rights or board authority pending adjudication.

98. Plaintiffs do not seek to halt routine Association operations, maintenance, assessment collection, or other ordinary functions.

FOURTH CAUSE OF ACTION

Breach of Governing Documents/Owner Enforcement, Utah Code § 57-8a-212.5 (CC&Rs, Bylaws) – Against All Defendants

99. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

100. The governing documents are binding on the Association, the board, lot owners, and persons acting under reserved declarant authority.

101. Utah Code § 57-8a-212.5 permits an aggrieved lot owner to seek injunctive relief and other relief for noncompliance with governing documents.

102. Defendants breached the governing documents by, among other things:

a. taking or implementing governance actions inconsistent with the governing documents' allocation of authority;

b. limiting owner participation in a manner inconsistent with the governing documents;

c. authorizing or permitting Association funds to be used for purposes that do not primarily benefit the Association; and

d. failing to operate the Association with the transparency and process contemplated by the governing documents.

103. Huber, Moore, Padan, and Hanson are proper defendants to this count because Plaintiffs seek declaratory and injunctive relief concerning actions they approved, implemented, or continue to implement.

104. Plaintiffs seek declarations, injunctions, and other equitable relief necessary to enforce the governing documents.

FIFTH CAUSE OF ACTION

Violation of Owner Rights to Access Records, Utah Code § 57-8a-227 – Against All Defendants

105. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

106. Utah Code § 57-8a-227 requires an association to keep and make specified records available to lot owners, including governing documents, approved minutes, budget and financial

statements, reserve analyses, insurance information, board meeting minutes for the prior three calendar years, and certain profit-and-loss and balance-sheet records for the prior three fiscal years.

107. Plaintiffs made written requests for records covered by § 57-8a-227 and related governing-document provisions.

108. The Association failed to make the requested records available fully, timely, and/or in the manner required by law.

109. At least ten days before filing suit, Plaintiffs delivered the written notice required by § 57-8a-227(6)(d), identifying the noncompliance and demanding cure.

110. The Association failed to cure timely.

111. Plaintiffs are therefore entitled to:

a. injunctive relief requiring compliance;

b. statutory or actual damages as allowed by § 57-8a-227;

c. attorney fees and costs as allowed by § 57-8a-227; and

d. an order on motion requiring immediate compliance if the Court finds the statutory likelihood standard satisfied.

SIXTH CAUSE OF ACTION

Violation of Open Board Meeting Requirements, Utah Code § 57-8a-226 – Against All Defendants

112. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

113. Utah Code § 57-8a-226 requires that board action be taken at a board meeting, that qualifying owners receive notice, that meetings be open to lot owners or their written representatives, and that owners be given a reasonable opportunity to comment.

114. Plaintiffs allege that the Association failed to comply with one or more of those requirements as to challenged board action or meeting practice.

115. At least ninety days before filing suit, Plaintiffs delivered written notices required by Utah Code § 57-8a-226(9)(d), identifying the claimed noncompliance and demanding cure. These notices were consistent with, and followed, a pattern of repeated written communications from Plaintiffs and other homeowners identifying specific violations, requesting corrective action, and providing Defendants with ample opportunity to cure.

116. The Association failed to remedy timely.

117. Plaintiffs seek the relief authorized by § 57-8a-226, including injunctive relief, statutory or actual damages, and fee shifting.

118. To the extent Defendants contend that statutory notice requirements were not satisfied, Plaintiffs allege that Defendants received detailed, repeated, and specific written notice of the alleged noncompliance and were afforded ample opportunity to cure, but failed to do so. Plaintiffs have therefore satisfied the statutory prerequisites to bring this action.

119. Plaintiffs do not rely on § 57-8a-226, standing alone, to invalidate any board action that the statute itself preserves.

SEVENTH CAUSE OF ACTION

Breach of Declarant-Control Duties/Limited Fiduciary Duty, Utah Code §57-8a-502 – Against All Defendants

120. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

121. At all relevant times, or at minimum as to key challenged acts, the declarant Defendants, Valderra Development, Valderra Development II, and Valderra Holdings, Huber, Moore, Padan, and Hanson exercised declarant authority, retained approval power, controlled or significantly influenced the Association, or benefited from governance arrangements traceable to the period of administrative control.

122. During the period of administrative control, Utah Code § 57-8a-502 imposed duties on the declarant, including duties to:

a. establish a sound fiscal basis for the Association;

b. maintain records and account for the financial affairs of the Association from inception;

c. comply with and enforce the declaration; and

d. disclose material facts affecting the Association's financial condition, including interests of the declarant or its affiliates in contracts, leases, or other agreements entered into by the Association.

123. Utah law also recognizes a fiduciary duty owed by a developer and those in control of a homeowners association to the association and its members.

124. Defendants Valderra Development, Valderra Development II, Valderra Holdings, Huber, Moore, Padan, and Hanson breached these duties by, among other things:

a. causing or benefiting from the use of Association funds for litigation or legal work that primarily benefited private developer branding or trademark interests;

b. failing to maintain or disclose complete financial information relating to those expenditures;

c. preserving or restoring governance influence inconsistent with lawful owner-governance expectations; and

d. failing to disclose material facts concerning the financial purpose and beneficiary of the challenged expenditures.

125. Upon information or belief, on or about May 6, 2025, anticipating the effectiveness of Utah Code § 57-8a-502's declarant termination addition, Valderra Development II assigned its declarant rights to Valderra Holdings.

126. The assignment to Valderra Holdings was recorded with the Washington County Recorder on May 7, 2025, and specifically states "Declarant has the sole and absolute discretion to determine that date of its surrender."

127. Upon information and belief, this was done to contravene Utah Code § 57-8a-502's declarant termination provision.

128. Plaintiffs seek declaratory, injunctive, and equitable relief on this count, including an accounting and orders preventing further breaches.

EIGHTH CAUSE OF ACTION

Equitable Accounting – Against Valderra Development, Valderra Development II, Valderra Holdings

129. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

130. Defendants have possession or control of the key financial records and communications needed to determine:

a. the total amount of Association funds spent on the challenged legal work;

b. the recipients of those funds;

c. the services for which those funds were paid;

d. the decision-making process by which those expenditures were approved; and

e. the extent to which the expenditures primarily benefited Valderra Holdings or its affiliates rather than the Association.

131. Plaintiffs do not have an adequate means to obtain a complete picture of the challenged expenditures without court intervention.

132. An equitable accounting is therefore necessary.

133. Plaintiffs seek an order requiring a full accounting of all Association expenditures relating to:

a. the trademark, branding, and/or related litigation;

b. any legal work undertaken primarily for the benefit of Valderra Holdings or its affiliates; and

c. the challenged governance amendments, approvals, or board actions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment against Defendants as follows:

1. For a declaration that Association funds may not be used for litigation or legal work that primarily benefits the declarant's trademark, branding, or other commercial interests rather than legitimate Association purposes;

2. For a declaration that the challenged governance actions and/or amendments adopted in violation of the governing documents or Utah law is invalid or unenforceable;

3. For termination of declarant control;

4. For temporary, preliminary, and permanent injunctive relief consistent with Count II;

5. For statutory injunctive relief, damages, attorney fees, and costs under Utah Code § 57-8a-227;

6. For statutory injunctive relief, damages, attorney fees, and costs under Utah Code § 57-8a-226;

7. For an equitable accounting as requested above;

8. For costs and attorney fees where authorized by statute, contract, or other law;

9. For such other and further relief as the Court deems necessary to ensure compliance, including the potential appointment of a neutral third party if compliance is not achieved.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

DATED April 9, 2026.

PIA HOYT, LLC

/s/ *Joseph G. Pia*
Joseph G. Pia
Kevin Allen
Ciera A. Kimmerer

Attorneys for Plaintiffs

PLAINTIFF FROST VERIFICATION

I, Richard E. Frost, am a Plaintiff in the above-entitled action. I have read the foregoing **VERIFIED COMPLAINT** and know the contents thereof. I declare under the penalty of perjury under the laws of the United States and the State of Utah that the facts set forth in the foregoing are true and accurate to the best of my knowledge and belief.

Executed this 9th day of April 2026.

Richard E. Frost

PLAINTIFF BRAZELL VERIFICATION

I, Steve Brazell, am a Plaintiff in the above-entitled action. I have read the foregoing **VERIFIED COMPLAINT** and know the contents thereof. I declare under the penalty of perjury under the laws of the United States and the State of Utah that the facts set forth in the foregoing are true and accurate to the best of my knowledge and belief.

Executed this 9th day of April 2026.

Steve R. Brazell

PLAINTIFF MAJOR VERIFICATION

I, Mike Major, am a Plaintiff in the above-entitled action. I have read the foregoing **VERIFIED COMPLAINT** and know the contents thereof. I declare under the penalty of perjury under the laws of the United States and the State of Utah that the facts set forth in the foregoing are true and accurate to the best of my knowledge and belief.

Executed this 9th day of April 2026.

Michael Major