

1 Case Number \_\_\_\_\_

2 Department

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5  
6 IN THE SIXTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF LANDER

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9  
10 MICHAEL MARKING  
11 and  
12 ELIZABETH FLEMING,  
13 Plaintiffs

COMPLAINT

14 vs.

15  
16 AUSTIN ROPING CLUB  
17 Defendant

18  
19  
20 PLAINTIFFS, in proper person, allege as follows:

21  
22 BACKGROUND & FOUNDATION

- 23  
24 1. Plaintiffs are natural persons, residing in Lander County, Nevada.  
25 2. Defendant Austin Roping Club (“Club”) is a not-for-profit, cooperative  
26 corporation, organized and chartered in Nevada, with principal place of operations at Austin,

27 Nevada.

28 **3.** The Club does not issue capital stock.

29 **4.** The chartered purpose of the Club is to promote roping, related equine sports, and  
30 horsemanship in general.

31 **5.** The Club has adopted by-laws (“Bylaws”) governing its operation.

32 **6.** The charter and Bylaws are the terms of a contract among the Club and its  
33 members.

34 **7.** The charter and Bylaws are the terms of a contract between the Club and the State  
35 of Nevada.

36 **8.** There is an implied covenant of good faith and fair dealing in every contract.

37 **9.** The Club is a creature of the government of Lander County. It operates a  
38 recreational facility (“Roping Grounds” or “Rodeo Grounds”) leased from Lander County for  
39 nominal payment, and from time to time receives financial support from the Lander County  
40 Government and from the Lander County Fair and Recreation Board.

41 **10.** The Club is obligated, by law, to comply with the Nevada Open Meeting Law  
42 (NRS 241).

43 **11.** The Club is obligated by its own Bylaws to comply with the Nevada Open  
44 Meeting Law.

45 **12.** The Bylaws specify the appointment of Officers, and grant them certain powers.  
46 The powers of Officers are limited under the Bylaws to conducting meetings and officiating at  
47 roping events. A quorum for a meeting requires a certain number of officers to be present.

48 **13.** Under Nevada law, Officers have no additional powers not granted by statute or  
49 Bylaws.

50 **14.** The Club leases corrals (“Corrals”) to some of its members. The Corrals are  
51 situated on the Roping Grounds. The Corral leases are, in effect, subleases of Lander County  
52 property.



79 sports, and horsemanship in general, the Club’s function has been perverted to that of a  
80 private society with benefits inuring almost exclusively to a certain four members who lease  
81 corrals.

82 **25.** Ruben Gallegos is the Club President. His wife, Virginia “Sissie” Gallegos is the  
83 niece of Ray Williams, Jr., and is the Club Secretary. Ray Williams, Jr., is the Club Treasurer.  
84 Joe Ramos, Vice President and Director, owns property adjacent to the Roping Grounds but  
85 does not lease any corrals.

86 **26.** Thus, the Club is a family affair, controlled and primarily benefiting the same  
87 Core Members: Ruben and Sissie Gallegos; Ray Williams, Jr.; Ray Williams, III (his son);  
88 and Rhonda Williams (ex-wife of Ray Williams, III).

89 **27.** (The designation, “Core Member”, is not recognized anywhere in the Bylaws or  
90 other place. It is a designation made for clarity in this Complaint.)

91 **28.** The Watchman, Lois Bispo, benefits by getting a cheap place to live and a place to  
92 keep her llamas in return for cooperation in the enterprise.

93 **29.** The Club has not conducted or hosted a roping event for years. Nor has the Club  
94 hosted any serious horsemanship event of any other kind for years.

95 **30.** A couple of times a year, the Club conducts an event for children, with few  
96 entrants, in conjunction with Gridley Days or other Austin town events. Such children’s events  
97 last only a few hours, never an entire day.

98 **31.** The Club operates these as fundraisers, but the funds, as shown below, go  
99 primarily to benefit the Core Members.

100 **32.** Occasionally, the Club rents the arena to an outside group, but, again, the money  
101 raised is used primarily to benefit the Core Members.

102 **33.** From time to time, the Club rents out small fenced areas to travellers with horses  
103 for overnight stays, or open spaces to travellers without horses. The money raised primarily  
104 benefits the Core Members.

105           **34.** The Club conducted a dinner and raffle in the past several years as a fundraiser,  
106 and once a barbecue, but the money raised was used primarily to benefit the Core Members.

107           **35.** All of the corrals rented are by these same Core Members: Ruben Gallegos and  
108 his wife Virginia “Sissie” Gallegos; Rhonda Williams; Ray Williams (either Jr. or III); and the  
109 Watchman, Lois Bispo.

110           **36.** By systematic violation of the Contract, the Club no longer serves its purpose, and  
111 operates as a “private club” for the benefit of these Core Members. The public purpose of the  
112 Club is served only nominally.

113           **37.** By systematic violation of the Contract, violation of the law, misrepresentations,  
114 harassment, and even assault by its Core Members, the Club controls membership to retain  
115 control for the Core Members.

116  
117                                   INSUFFICIENT NUMBER OF DIRECTORS

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119           **38.** The statutes require a minimum of three directors. The Club has only one director.

120           **39.** The Club has violated the law by failing to elect an adequate number of directors.

121  
122                                   CONDUCT OF MEETINGS

123  
124           **40.** The Bylaws call for monthly meetings on the first Tuesday of every month.

125           **41.** The Club breached the Contract by holding meetings on other days.

126           **42.** For a while, meetings were held on Thursdays. Sometimes, the meetings are held  
127 on the second Tuesday of the month. Sometimes, the meetings are held not at all during a  
128 month.

129           **43.** The Officers decide whether to hold meetings. When they decide not to hold a  
130 regularly scheduled meeting, they fail to post timely notices even of that fact.

131           **44.** The Open Meeting Law requires that notices of meetings be posted not later than  
132 9:00am, three business days prior to the meeting. A notice for a Tuesday meeting must be  
133 posted by 9:00 the preceding Thursday, or earlier if there is an intervening holiday.

134           **45.** The Club breached the Contract by posting meeting notices late, sometimes only  
135 one business day before the meeting.

136           **46.** The Open Meeting Law requires that “best effort” be made to record meetings, or  
137 to use a certified court report to transcribe the proceedings.

138           **47.** The Club breached the Contract by failing to make any attempt to record any  
139 meetings, and by failing to engage the services of a certified court reporter to transcribe the  
140 proceedings.

141           **48.** The Open Meeting Law allows the public to make recordings of meetings.

142           **49.** The Club breached the Contract by refusing to permit such recording.

143           **50.** In one instance, the Club President Ruben Gallegos yanked from the wall the  
144 power cord of one of Plaintiff’s computers being used to record a meeting.

145           **51.** At another time, Secretary Sissie Gallegos threatened to call the Sheriff to have  
146 Plaintiffs evicted when Plaintiffs continued to record meetings after being told to stop.

147           **52.** Treasurer Ray Williams, Jr., has consistently expressed disapproval of Plaintiffs  
148 recording the meetings.

149           **53.** The Open Meeting Law requires that notices of meetings be posted at the location  
150 where the meeting is to be held.

151           **54.** The Club breached the Contract by failing to post notices at the Austin Fire  
152 House, the ordinary location for meetings.

153           **55.** The Open Meeting Law requires that agenda items be specific enough to give the  
154 public meaningful notice of what is actually to be discussed. General and vague descriptions  
155 of agenda items are prohibited. The law requires clear and complete detail. The law requires  
156 that some agenda items describe to what they relate.

157           **56. The Club breached the Contract** by failing to provide specific notice of agenda  
158 items. For instance, a typical Club meeting notice might say, “discuss and take action  
159 regarding XYZ corral”, not indicating what specifically was to be discussed or even the broad  
160 nature of the action to be taken.

161           **57.** The Open Meeting Law requires that the items listed on the agenda, in fact are on  
162 the agenda.

163           **58. The Club breached the Contract** by listing items on the agenda which were not  
164 intended to be discussed unless persons favourable to the Officers’ desires were present in  
165 sufficient number. Not only is this a violation of the Open Meeting Law, it is a violation of the  
166 implied covenant of good faith and fair dealing. For example, the agendas said, “discuss by-  
167 laws and take action” for several consecutive months, but no discussion was had, and no  
168 action was taken.

169           **59.** This stratagem enabled the Officers controlling the meeting to determine when  
170 insufficient support was present to effect their own personal agendas, and avoid discussion at  
171 those “inconvenient” meetings when too many opponents would show up.

172           **60.** No statute, or Bylaw, gives Officers the power to set the agenda, either to place  
173 items on the agenda, or to decline to place them. The members have sole power to set the  
174 agenda.

175           **61. The Club breached the Contract** by including agenda items only when set by the  
176 Officers, almost always without discussion as to whether said items were to be placed on the  
177 agenda. In this way, the Officers personally controlled the topics discussed in the meetings.

178           **62.** The Open Meeting Law requires that the minutes be complete, including the  
179 substance of all matters discussed, proposed, or decided.

180           **63.** Minutes are usually incomplete and often inaccurate.

181           **64.** It is often difficult, if not impossible, to determine the sources and uses of funds  
182 from the minutes together with the Treasurer’s report.

183           **65.** Without recordings, there is no easy way for Members to know about errors and  
184 omissions in the minutes.

185           **66.** The Club breached the Contract by failing to keep complete, accurate minutes of  
186 all matters proposed, discussed, and decided.

187           **67.** The Open Meeting Law requires that written remarks presented by any member of  
188 the public for inclusion, or any material presented by a member for inclusion, be included in  
189 the minutes.

190           **68.** The Club breached the Contract by failing to include written remarks prepared by  
191 Plaintiffs and others for inclusion in the minutes.

192           **69.** The statutes require that Club records be available to Members.

193           **70.** The Officers have refused requests for examination of the records of the Club.

194           **71.** The Club and its Officers have violated the law by refusing to make records  
195 available to Members.

196           **72.** The Open Meeting Law prohibits deliberation by a quorum outside the context of  
197 a proper, open meeting.

198           **73.** By comments and conversation in the regular meetings, it is clear that Officers  
199 and others, constituting a quorum, deliberate in advance on various matters, either through  
200 improper meetings, or telephonically, or by means of walking quorums.

201           **74.** The Club breached the Contract by deliberating in violation of the Open Meeting  
202 Law.

203  
204                           **EXCLUSION OF UNWANTED, PROSPECTIVE NEW MEMBERS**

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206           **75.** Although no Bylaw, statute, rule, or other applicable principle permits the Club to  
207 deny admission to anyone, the Club has begun the practice of voting as to whether or not to  
208 admit new, prospective members.



209           **76.** Indeed, such a rule allowing arbitrary exclusion of anyone would be in violation of  
210 the laws and the Constitution of Nevada, given the Club’s support from, and special  
211 relationship to, the Government of Lander County.

212           **77.** The Club has breached the Contract by limiting its members to those approved by  
213 existing members.

214  
215   CORRAL LEASING  
216

217           **78.** The Corral Bylaws impose a limit of four horses per corral.

218           **79.** The Club has breached the Contract by permitting more horses in a corral. Ruben  
219 Gallegos, Club President, has from time to time had sixteen or more horses in one of his  
220 corrals.

221           **80.** The Corral Bylaws specify that a corral will be “nominally” 10,000 square feet in  
222 size.

223           **81.** The Club has breached the Contract by permitting the Club President Ruben  
224 Gallegos to build a corral well in excess of the permitted size.

225           **82.** The largest Gallegos corral is now ten to fifteen times the permitted size.

226           **83.** The Gallegos corral, at least eight times the permitted size, has been expanded  
227 several times since Plaintiffs became members in 2007, without any discussion allowed at the  
228 meetings.

229           **84.** The Corral Bylaws specify an annual rental amount (\$120) for each corral. The  
230 Club, controlled by the Core Members, permits Ruben Gallegos to have two dozen horses and  
231 three corrals, one of which is grossly oversized, for the price of two or three legal corrals,  
232 which would be legal for only eight or twelve horses.

233           **85.** The Club has breached the Contract by allowing multiple exceptions for Gallegos.

234           **86.** The statutes require that the Club be operated for the mutual benefit of all

235 Members. In other words, all Members must be treated equally.

236 **87.** The Club violated the statutes by failing to treat President Ruben Gallegos the  
237 same as all other Members.

238 **88.** The oversized corral and excess horses kept by Gallegos are not merely a matter  
239 of land, because horses use water, and more horses use more water. Water is one of the Club's  
240 largest expenses. It is billed to the Club; members do not pay separately and individually for  
241 water. By underpaying for corral space and for number of horses, Gallegos is underpaying for  
242 water. In addition to violation of the letter of the Corral Bylaws, the exception are violations  
243 of the implied covenant of good faith and fair dealing.

244 **89.** The Club's largest general expenditures are for water, electricity, repairs,  
245 improvements, and insurance.

246 **90.** Any reasonable allocation of these expenditures among the Members would be  
247 based either on number of horses, or, perhaps, on the size of corrals.

248 **91.** Thus, President Ruben Gallegos and Secretary Sissie Gallegos do not bear their  
249 fair share of the general expenses, as would be the case if the Corral Bylaws were observed.

250 **92.** The Club is required by statute to enforce obligations and convey benefits  
251 equitably, but does not do so.

252 **93.** The Club has stolen from Plaintiffs by allowing exceptions for Gallegos. In effect,  
253 the other Members are forced to pay for Gallegos' water.

254 **94.** The Corral Bylaws specify that no T-posts will be used in corral construction. T-  
255 posts are considered dangerous to horses under some circumstances.

256 **95.** The Club has breached the Contract by failing to enforce the prohibition against  
257 T-posts used by the Club President Gallegos.

258 **96.** The Corral Bylaws specify that no horses will be allowed to run at large on the  
259 Roping Grounds, unattended.

260 **97.** The Club has breached the Contract by failing to enforce the prohibition against

261 animals at large against Gallegos and Ray Williams, Jr.

262 **98.** The Roping Grounds are publicly accessible. A public road runs through the  
263 Roping Grounds. Animals at large, as a hazard to vehicles as well as to people, expose the  
264 Club to potential liability. Failure to enforce the prohibition against animals-at-large is not in  
265 the interests of the Club. The Club is required by statute to act with a view to its own interests.

266 **99.** The Club has violated the statutes by failing to mitigate the risk.

267 **100.** The Corral Bylaws require that all animals be vaccinated.

268 **101.** The Club has breached the Contract by failing to enforce the requirement that  
269 animals be vaccinated.

270 **102.** All of these issues have been raised by Plaintiffs at meetings.

271 **103.** Many of these issues were also raised in several written, prepared remarks for the  
272 Members.

273 **104.** The Club has, despite notification and protest by Plaintiffs and others, failed to  
274 rectify these problems.

275 **105.** In particular, Ray Williams, Jr., is and was previously a Lander County  
276 Commissioner, and is familiar with the Open Meeting Law. Nevertheless, he, too, has openly  
277 opposed reform.

278 **106.** These breaches of the Contract are willful and deliberate. The Bylaws and  
279 statutes are clear. There is little room for misinterpretation of the letter of the rules.

280  
281 ABANDONMENT OF PURPOSE  
282

283 **107.** Although the Club conducts children's events a couple of times a year, these are  
284 viewed as fundraisers.

285 **108.** Similarly, although the Club once, twice, or three few times a year rents its  
286 facilities to other organizations for equine events, these events are viewed also as fundraisers.

287 Except for nominal actions, the actual management and promotion of the events is done by the  
288 other organizations.

289 **109.** The Club makes money from the rentals and by operating a concession stand at  
290 events.

291 **110.** The profits from these events are used to subsidize the Members' Corral  
292 expenses, not to promote horsemanship.

293 **111.** The Core Members do not participate in these events.

294 **112.** The Core Members have little or no interest in equine sports and horsemanship.

295 **113.** Even the improvements to the Club's facilities are viewed, not as a mechanism to  
296 promote equine sports and horsemanship, but rather as a way to attract more revenue from  
297 rentals.

298 **114.** The Club has, for years, spent little or no money or time on the direct promotion  
299 of roping, barrel racing, other equine sports, or any form of horsemanship.

300 **115.** The Club has abandoned its purpose of promoting roping, related equine sports,  
301 and horsemanship, as defined in its Charter.

302  
303 **HARASSMENT OF PLAINTIFFS**  
304

305 **116.** Plaintiffs began to participate at the Roping Grounds around 2006 by  
306 volunteering for, and working on, various projects, such as preparing spaces to be used for  
307 short-term rentals to travellers, trimming trees, repairing the arena fence, and others. Initially,  
308 Plaintiffs did these things as non-Members. At one point, the Club elected them "honorary"  
309 Members. Finally, they became formal Members.

310 **117.** Before the end of 2008, Plaintiffs did not attend any Roping Club meetings.  
311 However, they began attending around late 2008.

312 **118.** Ray Williams, Jr., resigned at the end of 2008 because of his election as a Lander

313 County Commissioner: he said that his continuation as Treasurer would constitute a conflict  
314 of interest because of the Club's support by the County.

315 **119.** There were only three members at the January 2009 meeting: Ruben Gallegos,  
316 Sissie Gallegos, and Michael Marking (one of the Plaintiffs). Elections were held, and  
317 Elizabeth Fleming (the other Plaintiff) was elected Treasurer *in absentia*.

318 **120.** As newly active members, Plaintiffs recognized that the Bylaws and laws were  
319 being ignored, and sought to make corrections. Plaintiffs began to raise these issues in the  
320 meetings, and in a couple of letters to the members.

321 **121.** Gallegos and Ray Williams, Jr., reacted negatively to the proposed reforms.

322 **122.** It was at this time that the disputes about recording the meetings began.

323 **123.** Ray Williams, Jr., decided he wanted to retain control of the chequebook, despite  
324 no longer being Treasurer.

325 **124.** Gallegos and Williams maintained that Fleming could be Treasurer, but  
326 Williams would continue to write the cheques.

327 **125.** Williams refused to turn over the books to Fleming.

328 **126.** Sissie Gallegos refused to provide the signature card from the bank for the  
329 checking account.

330 **127.** Eventually, Williams assumed the position of Treasurer without any action being  
331 taken in a meeting.

332 **128.** Outside of meetings, individual members began to harass Plaintiffs.

333 **129.** At the Roping Grounds, President Ruben Gallegos threatened to shoot Plaintiffs'  
334 horse with a .357 magnum.

335 **130.** At a meeting, Secretary Sissie Gallegos said she would kill Plaintiffs' horse.

336 **131.** At the Roping Grounds, Secretary Sissie Gallegos was caught trying to take  
337 down the fence keeping Plaintiff's horse in.

338 **132.** Sissie Gallegos claimed that Plaintiffs were harassing her, and attached one of

339 the letters to an application for a TPO. The TPO was granted.

340 **133.** President Ruben Gallegos later said that she (Secretary Sissie Gallegos) sought  
341 the TPO only to get Plaintiffs out of the Roping Club.

342 **134.** Gallegoses complained that there were locks on Plaintiffs' corral and demanded  
343 they be removed.

344 **135.** They gave no reason for their demand.

345 **136.** Plaintiffs refused.

346 **137.** There is no provision in the Bylaws or anywhere else preventing corrals from  
347 being locked.

348 **138.** Gallegoses, as was their habit, let their horses run at large, unattended, contrary  
349 to the Bylaws. This included several mares.

350 **139.** Eventually, after repeated interactions with Gallegoses mares through the  
351 Plaintiffs' corral fence, Plaintiffs horse, a stud, jumped the fence around his corral. Plaintiffs  
352 forced him into a small, vacant corral.

353 **140.** The vacant corral did not have a water hydrant, but there was one nearby at the  
354 concession stand. Because Plaintiffs were unable to move the horse back to the original  
355 corral, they watered him from the hydrant at the concession stand.

356 **141.** The Club then locked the hydrant at the concession stand. It was the only nearby  
357 hydrant.

358 **142.** No other hydrants were locked. Clearly, the purpose was to harass Plaintiffs  
359 further.

360 **143.** This forced Plaintiffs to carry water in bottles from their own corral to the corral  
361 where their horse had been cornered.

362 **144.** Eventually, in the autumn of 2009, Plaintiffs moved their horse out of the Roping  
363 Grounds, but kept the Utter corral for future use.

364 **145.** Plaintiffs made it clear in written letters to the Officers, and by statements in

365 meetings, that they intended to keep their corral despite their horse being moved away from  
366 the Roping Grounds.

367 **146.** The Club harassed Plaintiffs through the Club's Officers.

368 **147.** The harassment was in retaliation for Plaintiffs' attempts to get the Club to abide  
369 by the Bylaws and the statutes.

370 **148.** The Club breached the Contract in this harassment by acting contrary to the  
371 implied covenant of good faith and fair dealing.

372  
373 **FAILURE TO PREVENT THEFT OF CLUB ASSETS**

374  
375 **149.** From time to time, repairs are made by the Club on the roping arena and on  
376 adjacent corrals and pens; these are the property of the Club for the common use of all  
377 Members or for the Club's common purposes.

378 **150.** Old material is sometimes removed. This includes railroad ties, which are  
379 replaced using new railroad ties.

380 **151.** Although the ties are aged, they have value and are marketable.

381 **152.** Rather than being auctioned off or otherwise sold, they are taken by Officers  
382 with no approval from the Members. This violates the statute that requires that all Members  
383 be treated equally, and it violates the implied covenant. This violates the duty of the Club to  
384 act in the best interest of its purpose.

385 **153.** Similarly, when trees are trimmed at the Roping Grounds, instead of auctioning  
386 off or selling the wood as firewood, it is taken by the Officers, and no attempt is made to stop  
387 the theft.

388 **154.** After repair or remodelling work on the arena and adjacent pens, old panels have  
389 vanished with no accounting for their disposition.

390 **155.** The Club has violated the law and breached the Contract by allowing Officers to

391 steal valuable Club property.

392  
393 THEFT OF TWO WATERING TROUGHS  
394

395 **156.** Consistent with most leases of real property, the Corral Bylaws indicate that the  
396 ownership of fixed leasehold improvements, such as fences and shelters, reverts to the Club  
397 once a lease is terminated.

398 **157.** Also consistent with most leases of real property, the Corral Bylaws indicate that  
399 title to movable items, such as watering troughs and trailers, remains with the tenant upon  
400 termination of the lease. While not saying this explicitly, the Corral Bylaws allow a departing  
401 tenant to sell movable items to a successor tenant. Clearly, one cannot sell that which one does  
402 not own.

403 **158.** Plaintiffs acquired their horse from Fly, who also gave Plaintiffs his watering  
404 trough, a large fibreglass tub, and a cast-iron bathtub used as a feed trough.

405 **159.** Consistent with the Bylaws, ownership of the fibreglass tub and cast-iron bathtub  
406 passed to Plaintiffs.

407 **160.** At the time Plaintiffs moved from Fly's corral to the Utter Corral, Ruben  
408 Gallegos told Plaintiffs that the previous occupant of the Utter Corral, Brian, had left a semi-  
409 cylindrical watering trough and a stamped metal bathtub, and said they were now Plaintiffs.  
410 This also was consistent with the Bylaws.

411 **161.** The acquisition of Fly's horse, bathtub, and fibreglass tub was in early 2007.

412 **162.** The acquisition of Brian's semi-cylindrical watering trough and stamped metal  
413 bathtub was in late 2008.

414 **163.** In both cases, the transfers occurred prior to Plaintiffs' objections to the Club's  
415 disregard of the rules, and prior to the time the harassment of Plaintiffs by the Club and its  
416 Members began.



417           **164.** In 2009, when Plaintiffs moved their horse out of the Roping Grounds, the  
418 Club's Members came up with a different story.

419           **165.** One of Plaintiffs (Marking) decided to move the semi-cylindrical watering  
420 trough from the Roping Grounds to the corral at his home. Ruben Gallegos stopped him,  
421 saying that the semi-cylindrical trough was Club property.

422           **166.** Gallegos took the semi-cylindrical trough for his own use.

423           **167.** Later, Gallegos took the fiberglass tub from within Plaintiff's locked corral (the  
424 Utter Corral), and converted it for his own use.

425           **168.** Later, an inventory of Club property taken by Ruben Gallegos and presented at a  
426 meeting showed no watering troughs belonging to the Club.

427           **169.** When questioned about the troughs at a meeting, the Officers insisted the  
428 troughs were Club property, but provided no evidence.

429           **170.** Therefore, the Club committed theft by stealing the watering troughs from  
430 Plaintiffs, declaring at a meeting that they were Club property, although they were not.  
431

#### 432                               IMPROPER ACTION AGAINST PLAINTIFFS

433  
434           **171.** The Utter Corral, held by Plaintiffs, has several unique features, which make it  
435 desirable generally, and to Plaintiffs specifically. It has many trees and bushes, providing  
436 shade in hot weather. Because it is close to the Watchman's space, it is accessible year-round  
437 (the road to the Watchman's space is ploughed), and is presumably well watched. It has power  
438 and water (not all corral spaces do, although all rented spaces have water and power). It is  
439 located almost on a line-of-sight from Plaintiffs' home, so two-way radios communicate  
440 easily. It is constructed using steel poles, with a seven-foot fence, so it is difficult for a horse,  
441 even a stallion, to escape. It is on sloping ground, so that melting snow drains off more  
442 quickly. Plaintiffs improved the corral themselves by raising the height of the fence after the

443 escape of their horse, by clearing it of trash and debris left by the previous occupant, and by  
444 repairing damage to the corral fence.

445 **172.** It was in February of 2010 that Plaintiffs wrote to the Officers, indicating that  
446 they intended to keep the Utter Corral, despite having moved their horse away from the  
447 Roping Grounds.

448 **173.** In March 2010, due to weather, Plaintiffs were unable to attend the Roping Club  
449 meeting.

450 **174.** With Plaintiffs absent, the Core Members chose that meeting to attack.

451 **175.** There was no agenda item regarding Plaintiffs, other than “status of Markings”,  
452 which Plaintiffs took to be an intent to relay the contents of the previous months letter from  
453 Plaintiffs.

454 **176.** At that March meeting, the Core Members voted Plaintiffs out of the Club, and  
455 agreed to break the locks on the Utter Corral. The ostensive reason was because Plaintiffs had  
456 attempted to steal the semi-cylindrical watering trough and that Plaintiffs were trying to  
457 change the way things were done in the Club.

458 **177.** Later, the locks were broken and the Club took the Utter Corral.

459 **178.** One of the Core Members, the Watchman Lois Bispo, took the Utter Corral for  
460 her own use.

461 **179.** The Club breached the Contract by failing to observe the Open Meeting Law in  
462 almost all respects.

463 **180.** The Club breached the Contract by failing to act in good faith, by failing to deal  
464 fairly.

465 **181.** Furthermore, the Open Meeting Law requires that, if action is to be considered  
466 or taken against someone, that person must be notified personally by certified mail. There was  
467 no certified mail.

468 **182.** The Club breached the Contract by failing to provide the special notice in

469 advance of the action.

470 **183.** Nevada law specifies procedures for eviction of tenants. Those procedures were  
471 not followed.

472 **184.** The Club violated the law by failing to use proper eviction procedures.

473 **185.** The Club aided and abetted theft and destruction of property (Plaintiff's locks  
474 and chain), and trespass, by deciding to have Officers seize the Corral illegally.

475 **186.** At a subsequent meeting, one of Plaintiffs (Fleming) put cash on the table  
476 (literally) to re-join the Club and re-acquire the corral.

477 **187.** The Club refused the offered dues and rent.

478 **188.** As a publicly supported institution, the Club must accept anyone as a member.

479 **189.** The Club violated the law by refusing to accept a member.

480

481 MISMANAGEMENT OF THE CLUB

482

483 **190.** The relevant statutes regarding corporations are a part of the Club's Charter.

484 **191.** The Club has wilfully violated its charter.

485 **192.** Under these circumstances, upon proper petition, the District Court is  
486 empowered to appoint a receiver to manage the affairs of the Club.

487 **193.** The Bylaws grant almost all of the statutory powers of the Directors to the  
488 Members and Officers.

489 **194.** Therefore, the statutory responsibilities of the Directors devolve to the Members  
490 and Officers.

491 **195.** The Club's Members and Officers, exercising the statutory powers transferred to  
492 them under the Bylaws, have been guilty of fraud by knowingly making false assertions  
493 regarding their authority in order to prevent challenges to their usurpations.

494 **196.** Under these circumstances, upon proper petition, the District Court is

495 empowered to appoint a receiver to manage the affairs of the Club.

496 **197.** The Club's Members and Officers, exercising the statutory powers transferred to  
497 them under the Bylaws, have colluded to deprive Plaintiffs of their contractual and statutory  
498 rights.

499 **198.** Under these circumstances, upon proper petition, the District Court is  
500 empowered to appoint a receiver to manage the affairs of the Club.

501 **199.** The Club's Members and Officers, exercising the statutory powers transferred to  
502 them under the Bylaws, are guilty of misfeasance by their repeated violations of the Bylaws  
503 and statutes, as described above.

504 **200.** Under these circumstances, upon proper petition, the District Court is  
505 empowered to appoint a receiver to manage the affairs of the Club.

506 **201.** The Club's Members and Officers, exercising the statutory powers transferred to  
507 them under the Bylaws, are guilty of malfeasance by their arrogation to themselves of powers  
508 not granted to them by statute or Bylaw or any other source.

509 **202.** Under these circumstances, upon proper petition, the District Court is  
510 empowered to appoint a receiver to manage the affairs of the Club.

511 **203.** The Club's Members and Officers, exercising the statutory powers transferred to  
512 them under the Bylaws, are guilty of nonfeasance by their failure to observe the requirements  
513 of the statutes and Bylaws.

514 **204.** Under these circumstances, upon proper petition, the District Court is  
515 empowered to appoint a receiver to manage the affairs of the Club.

516

517 **DAMAGES TO PLAINTIFFS**

518

519 **205.** Plaintiffs have suffered damages by reason of the above described breaches of  
520 the Contract and violations of the law.

521           **206.** Plaintiffs have been damaged in that they have been deprived of the use of the  
522 Utter Corral. Not all corrals are the same. As described above, the Utter Corral has unique,  
523 desirable features.

524           **207.** Plaintiffs have been damaged in that they have been deprived of the use of the  
525 Roping Arena and other common areas of the Roping Grounds.

526           **208.** Plaintiffs have been damaged in that they have been deprived of the right to  
527 participate as Members of the Club.

528           **209.** Plaintiffs have been damaged through loss of the fibreglass tub, the semi-  
529 cylindrical trough, the cast iron bathtub, and the stamped-metal bathtub.

530           **210.** Plaintiff have been damaged by the destruction of their chain and locks.

531           **211.** Plaintiffs have been damaged by the use of common Club property and funds to  
532 subsidize and benefit, improperly, certain other Members.

533  
534 In summary, Plaintiffs wanted the Club to succeed, and worked as volunteers even before they  
535 joined as Members. However, once Plaintiffs sought to enforce the rules and statutes, the  
536 Officers and other Members retaliated using means which were in violation of those rules and  
537 statutes.

538  
539 AS A CONSEQUENCE OF THE FOREGOING, Plaintiffs pray to this Court for relief as follows:  
540

541           **212.** For an order for specific performance of the Contract, requiring the Club to re-  
542 admit Plaintiffs as Members.

543           **213.** For an order for specific performance of the Contract, requiring the Club to  
544 return the Utter Corral to Plaintiffs, in substantially the same condition as when it was taken  
545 from them. Alternatively, Plaintiffs pray for an order for specific performance, requiring the  
546 Club to offer a different corral, one equivalent in all major respects (as previously described)

547 to the Utter Corral.

548 **214.** For an order for tort damages and breach-of-Contract damages, requiring the  
549 Club to return property of Plaintiffs, to wit: the fibreglass tub, the semi-cylindrical trough, the  
550 cast-iron bathtub, and the stamped-metal bathtub.

551 **215.** For an order for tort damages and breach-of-Contract damages, requiring the  
552 Club to pay to Plaintiffs the amount of sixty dollars (\$60) for destruction of Plaintiffs' locks  
553 and chain.

554 **216.** For an order for specific performance of the Contract, requiring the Club to  
555 adhere to all provisions of the Bylaws, including but not limited to a specific list of said  
556 provisions as described above.

557 **217.** For an order for specific performance of the Contract, requiring the Club to  
558 adhere to all provisions of the Corral Bylaws, including but not limited to a specific list of  
559 said provisions as described above.

560 **218.** For an order requiring payment of compensatory damages for other injuries  
561 sustained by Plaintiffs, in an amount to be determined.

562 **219.** For an order requiring payment of punitive damages, in an amount to be  
563 determined.

564 **220.** For an order requiring the Club to comply with all applicable laws, including but  
565 not limited to a specific list of said laws as describe above.

566 **221.** For declaratory relief, in the form of a decision that, interpreting the Corral  
567 Bylaws, rent for an oversized Corral must be assessed as a multiple of the rent for a single,  
568 nominally sized corral; the multiplicity is the ratio of the size of the oversized corral to the  
569 ten-thousand square foot nominal size.

570 **222.** For declaratory relief, in the form of a decision that, interpreting the Corral  
571 Bylaws, there may be no more than four permanent horses for each ten-thousand square feet  
572 of any oversized Corral.



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DATED this Thursday, 26 January 2012.

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Michael Marking, Appellant  
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Elizabeth Fleming, Appellant  
e-mail *ryuuz@tatanka.com*

both at General Delivery, Austin, Nevada 89310



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VERIFICATION

State of Nevada }  
County of Lander } ss.

Michael Marking, being first duly sworn, deposes and says that he is one of the Plaintiffs herein, and that he makes this verification for the reason that he has read the above and foregoing Complaint, and knows the contents thereof, and that he is informed and has personal knowledge of the allegations made therein, and upon personal knowledge, information, and belief, alleges them to be true.

\_\_\_\_\_  
Michael Marking

Subscribed and sworn to before me this  
26<sup>th</sup> day of January 2012.

\_\_\_\_\_  
Notary Public in and for said County and State

(Appellants' electronic document name: *mfvarc\_complaint\_20120123d*)