

Ryan A. Ballard
David L. Vicevich
Vicevich Law
3738 Harrison Avenue
Butte, Montana 59701
Telephone: (406) 782-1111
ryan@vicevichlaw.com
dave@vicevichlaw.com
Attorneys for Plaintiff

**IN THE EIGHTEENTH JUDICIAL DISTRICT COURT
IN AND FOR THE STATE OF MONTANA, COUNTY OF GALLATIN**

ALEXIS MCCARTHY, MIKAILA HUITT,
and EVA VINCENT.

Plaintiffs,

v.

COMSTOCK APARTMENTS LLC OF
WASHINGTON; DEVCO, LLC; ALLIANCE
PROPERTY MANAGEMENT, INC.; and
CORNERSTONE RESIDENTIAL, LLC,

Defendants.

Cause No.

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

COME NOW, the Plaintiffs, Alexis McCarthy, Mikaila Huitt, and Eva Vincent, by and through their counsel, Ryan A. Ballard, and for their complaint against Defendants Comstock Apartments LLC of Washington; DevCo, LLC; Alliance Property Management, Inc.; and Cornerstone Residential, LLC, assert and allege as follows:

**I.
Parties**

1. Plaintiff Alexis McCarthy is an individual residing in Gallatin County.
2. Plaintiff Mikaila Huitt is an individual residing in Gallatin County.
3. Plaintiff Eva Vincent is an individual residing in Gallatin County.
4. Defendant Comstock Apartments LLC of Washington is a Washington state limited liability

company with its principal place of business in Montana at 777 Haggerty Lane #25, Bozeman, MT 59718. Comstock Apartments LLC can be served through its registered agent, C T Corporation System, at 3011 American Way, Missoula, MT 59808.

5. Defendant DevCo, LLC is a Washington state limited liability company with its principal place of business at 10900 NE 8th St., Suite 1200, Bellevue, WA 98004. It can be served at that address through its registered agent, Evan Hunden.
6. Defendant Alliance Property Management, Inc. is Montana corporation with its principal place of business at 394 Angus Drive, Belgrade, MT 59714. Alliance Property Management can be served at that address through its registered agent, Allison K. Chesnut.
7. Defendant Cornerstone Residential, LLC is a Utah corporation with its principal place of business at 1525 N. Main St., Suite 105, Bountiful, UT 84010. Cornerstone Residential can be served through its registered agent, Jared Barton, at 2115 Missoula Ave., Helena, MT 59601.

II.

Venue and Jurisdiction

8. Venue is proper in Gallatin County pursuant to M.C.A. §§ 25-2-122(1)(b), 25-2-122(2)(a) and (b), and/or 25-2-121(1)(b)(ii).
9. This Court has jurisdiction over the parties to this lawsuit because all parties reside in, or conduct business in, the State of Montana.

III.

Factual Background

Facts common to all Plaintiffs

10. Comstock Apartments is a multi-building low affordable housing facility in Bozeman.
11. Comstock Apartments LLC of Washington has owned the facility since March 19, 2021.
12. Comstock Apartments LLC of Washington is a subsidiary of DevCo, LLC.

13. DevCo, LLC has dozens of subsidiaries through which it owns and operates more than 10,000 total apartment units in 13 states.
14. Comstock Apartments underwent a significant remodeling project in 2022 and 2023.
15. The Comstock Apartments are heated with a hot water baseboard system powered by a furnace.
16. As part of the remodeling project, it appears that some furnaces were replaced, but not all.
17. Since purchasing the facility, Comstock Apartments LLC has had several different companies handle property management.
18. The frequent change in property management has created significant problems for tenants, including difficulty in reaching someone to perform repairs and maintenance, as well as issues with records of repair requests not being passed from one company to another.
19. As the owner of the facility, Comstock Apartments LLC is liable for both its actions and inactions, as well as the actions and inactions of the property management companies it hired to act as its agent.

Facts specific to Alexis McCarthy

20. Alexis McCarthy moved into the Comstock Apartments on February 15, 2018.
21. Ms. McCarthy had a few issues in the first few years at the Comstock Apartments, those problems increased when her apartment was renovated in 2023.
22. Among the issues at that time were screens missing from her windows; the screens were removed when the exterior of the building was painted, then not replaced.
23. Without screens, Ms. McCarthy could not open her windows in the summer without letting in bugs.
24. Ms. McCarthy expended countless hours calling and emailing the property management

group at the time, as well as people associated with DevCo.

25. On September 13, 2024, Pamela Anderson of DevCo sent an email to Ms. McCarthy in which she introduced herself as the new property manager, acknowledged that many residents of the Comstock Apartments had expressed frustration with prior management, promised to timely take care of obtaining window screens for Ms. McCarthy, and promised to answer all calls and emails diligently.
26. On September 18, 2024, Ms. McCarthy discovered that her furnace was not operating correctly; it seemed to be trying to light the pilot light every couple of minutes.
27. Ms. McCarthy notified Ms. Anderson by email of the issue with the furnace the same day.
28. On November 11, 2024, Ms. McCarthy notified Ms. Anderson that the repairs that had been performed on the furnace had not rectified the issue.
29. Three days later, Ms. McCarthy sent further information to Ms. Anderson regarding the furnace not working, notifying her that the pilot light repeatedly (approximately every two minutes) clicked as if attempting to light, but could not.
30. DevCo provided a pair of portable space heaters to Ms. McCarthy to use in her apartment.
31. Ms. McCarthy understood that to be a temporary solution to the heating problem, until the furnace could be properly repaired.
32. The space heater only operated at about half strength, so Ms. McCarthy exchanged the space heaters with DevCo.
33. Those space heaters were less effective than the first set and sat on broken wheels, increasing the already high likelihood of the space heaters tipping over and starting a fire.
34. DevCo eventually provided a third pair of space heaters, which caused breakers in the electrical panel to repeatedly trip.

35. DevCo later provided a fourth pair of space heaters which ran so hot they melted the floors.
36. On February 6, 2025, Ms. McCarthy sent Ms. Anderson an email to get an update on when the furnace would be repaired; she also expressed concern over the safety of the space heaters and the increase to her electrical bill from constantly running the space heaters.
37. The following day, DevCo promised that Ms. McCarthy's heat would be fixed that day.
38. On February 11, DevCo again promised that Ms. McCarthy's heat would be fixed that day.
39. The following day, Ms. McCarthy notified Ms. Anderson that the heating company had been unable to repair her furnace.
40. On February 13, Ms. McCarthy sent an email to Ms. Anderson, who had promised just five months earlier to respond to every email, asking when her furnace would be repaired.
41. On February 17, having not received a response from DevCo, Ms. McCarthy sent another email asking when she would have heat.
42. On February 25, having not received a response from DevCo, Ms. McCarthy sent another email asking when she would have heat.
43. On March 3, DevCo again promised that Ms. McCarthy's heat would be fixed that day.
44. On March 11, Ms. McCarthy sent an email to Ms. Anderson regarding her lack of heat.
45. On March 12, DevCo again promised that Ms. McCarthy's heat would be fixed that day.
46. On July 15, 2025, no longer having any success in reaching local management, Ms. McCarthy sent an email to DevCo CEO Jack Hunden regarding her lack of a working furnace.
47. Mr. Hunden said he would pass along her message, but after five days without hearing from anyone else at DevCo, Ms. McCarthy emailed Mr. Hunden again.
48. Ms. McCarthy was contacted by Amie Moncy of DevCo who promised to look into the heat problem, but she did not hear from her again.

49. Ms. McCarthy emailed Ms. Moncy on August 2, but got no response.
50. On September 23, Ms. McCarthy sent an email to DevCo about her apartment's lack of heat.
51. On September 25, Ms. McCarthy emailed Mr. Hunden since he seemed to be the only person at DevCo who would respond to an email.
52. On September 27, Ms. McCarthy exchanged emails with a vice president at DevCo named Veronica Baines about the lack of heat Ms. McCarthy had now been experiencing for a year.
53. On September 29, 2025, Felishia Espinosa-Romero of DevCo sent an email to Ms. McCarthy stating that she was the new property manager for Comstock Apartments and would ensure that Ms. McCarthy's lack of heat was addressed in a prompt manner.
54. On October 20, Ms. McCarthy notified Ms. Espinosa-Romero that the current space heaters DevCo had provided were melting the floors in her apartment.
55. On October 21, Ms. Espinosa-Romero claimed that the heating contractor DevCo uses was having staffing issues and it would be at least early November before anyone was able to come fix her furnace.
56. Ms. McCarthy followed up on November 6 for an update.
57. On November 7, Ms. Espinosa-Romero, now acting on behalf of Cornerstone Residential, said fixing the furnace would not be sufficient and that certain piping needed to be re-done; she added that Ms. McCarthy may need to move out temporarily.
58. On November 12, Ms. McCarthy emailed Ms. Espinosa-Romero to see what the next step was in getting her heat in working order.
59. Ms. Espinosa-Romero responded on November 13 saying the heat would be fixed that day.
60. On November 15, Ms. McCarthy sent an email to several DevCo employees and management to emphasize the importance of her having heat for the upcoming winter.

61. Midday on November 18, Ms. Espinosa-Romero sent Ms. McCarthy an email giving her until the end of the day on November 20 to move all of her furniture and other personal property at least five feet from the baseboard heaters so that repair work could be performed.
62. The size and shape of Ms. McCarthy's apartment, as well as the size and weight of her furniture and the short window of time to move it all made compliance extremely difficult and stressful; however, Ms. McCarthy was able to get everything moved by the end of November 20.
63. On November 21, Ms. Espinosa-Romero notified Ms. McCarthy that the repairs to the heating system were indefinitely delayed; she also said Ms. McCarthy no longer needed to move the furniture which had already been moved.
64. As part of the renovation project in 2022-23, residents had been provided temporary housing at a local hotel while their apartment was being worked on.
65. Ms. McCarthy requested that same accommodation on November 21; she wanted to stay in a hotel with heat until her apartment's heat was working.
66. At that time Ms. McCarthy took a closer look at her furnace and discovered that it had been installed in 1990 and not replaced as part of the facility's renovation.
67. Ms. Espinosa-Romero instead offered to provide a different apartment in the same complex (but a different building), with the caveat that Ms. McCarthy had to complete the move by November 30.
68. Ms. McCarthy began moving her belongings to the new apartment, only to discover that it also did not have a functional heating system.
69. Ms. Espinosa-Romero told Ms. McCarthy that the heating system in the second apartment would be repaired the week of November 24, but it was not repaired until December 30.

70. Without heat in the new apartment, Ms. McCarthy could not move all of her things within the nine-day window DevCo had given her.
71. Ms. McCarthy specifically told Ms. Espinosa-Romero that nine days to move apartments was not reasonable from a practical or legal standpoint.
72. On December 1, 2025, Ms. Espinosa-Romero notified Ms. McCarthy that pipe fittings in the baseboard heaters had split in Ms. McCarthy's first apartment and had caused a flood.
73. The December 1 email from Ms. Espinosa-Romero gave Ms. McCarthy until the end of the next day to remove her remaining personal property from the apartment or it would be thrown away.
74. Ms. McCarthy immediately responded that DevCo did not have permission to dispose of her personal property and that it was necessary for the personal items to remain in the apartment pending a site visit by her insurance adjuster.
75. On December 2, Ms. Espinosa-Romero claimed that the first apartment no longer was Ms. McCarthy's because she had begun moving into the second apartment.
76. The same December 2 email included a promise that the heat to the second apartment would be working by December 3.
77. The heat in the second apartment was repaired on December 3, 2025; for the first time in 441 days, Ms. McCarthy had an apartment with a functioning heating system.
78. During that odyssey of nearly 15 months and nearly 200 emails and letters requesting that her heating system be repaired, Ms. McCarthy was forced to live in an apartment that stayed below 60 degrees most of the time.
79. Ms. McCarthy's physical health was impacted by living in the cold for so long; though usually quite healthy, she suffered a series of illnesses during that time period.

80. Ms. McCarthy's mental health also suffered from the cold, which exacerbated a sleep disorder that led to her losing her dream job and suffering from multiple weeklong bouts without sleep.
81. Ms. McCarthy also suffered anxiety every time she left the apartment, scared to leave unstable space heaters running, which are a known fire hazard, but with no other way to keep her pets and plants alive.
82. Ms. McCarthy's insurance adjuster contacted the landlord multiple times to gain access to the first apartment (which Comstock and Cornerstone had padlocked on or about December 1); the landlords' refusal to respond to the insurance adjuster caused the carrier to deny the claim due to its inability to substantiate the loss.

Facts specific to Mikaila Huitt

83. Mikaila Huitt moved into the Comstock Apartments in 2016.
84. She has had sporadic issues with her heat not working during her near decade at Comstock Apartments, but the problems were generally resolved within a reasonable time period.
85. On October 5, 2025, Ms. Huitt suffered a loss of heat to her apartment.
86. She tried calling the property manager, including the emergency line, but none of the phone numbers she had been provided by the landlord was working.
87. Aware that other tenants had been able to reach DevCo CEO Jack Hunden to get at least a response, Ms. Huitt sent Mr. Hunden an email on October 6.
88. The following day Ms. Espinosa-Romero left a voicemail to Ms. Huitt saying that she had a heating company enter her apartment and that the heating system was functioning properly.
89. On October 8, Ms. Huitt emailed Ms. Espinosa-Romero to advise that there was no heat in her apartment and all baseboard heaters were cold to the touch.
90. Two days later, Ms. Espinosa-Romero left a voicemail stating that they "need to get with

maintenance to look at floor plans to see where the pipes are.”

91. On October 13, Ms. Huitt discovered an eviction notice on her door.
92. Two days later she spoke at length to Ms. Espinosa-Romero on the phone about the eviction notice; Ms. Espinosa-Romero discovered that Ms. Huitt’s July rent check had been lost by the landlord.
93. On November 4, Ms. Espinosa-Romero left a voicemail stating that Cornerstone Residential was the new property management company.
94. On November 12 and 13, the piping for the heating system in Ms. Huitt’s apartments was repaired, but there was still no heat afterwards.
95. On November 15, the heating company returned and investigated; it determined that the furnace’s pilot light would not ignite.
96. On November 19, Ms. Espinosa-Romero responded to Ms. Huitt’s request for an update on when she would have heat and was told a part had to be ordered and would be installed between November 30 and December 1.
97. On November 26, Ms. Huitt requested that she be allowed to short pay her rent by the cost of the electricity bill (\$62.28) since she had been without heat other than the space heaters the landlord provided, which had increased her electric bill. Ms. Espinosa-Romero denied that reasonable request.
98. On December 1, Ms. Huitt requested an update from Ms. Espinosa-Romero, who promised an update that day.
99. On December 2, having not received an update yet, Ms. Huitt requested an update from Ms. Espinosa-Romero, who said that the part would arrive December 4.
100. On December 5, Ms. Espinosa-Romero said the heating company would be at Ms. Huitt’s

- apartment on December 8.
101. On December 8, the repairs were pushed back to December 9 by the landlord.
102. The heating company did not show up for the December 9 appointment.
103. Ms. Huitt was then notified by Ms. Espinosa-Romero that the heating company would perform the necessary heating system repairs on December 11.
104. On December 11, the heating company installed the part it determined was needed for Ms. Huitt's furnace, but did not test the system before leaving.
105. The heating system still does not work in Ms. Huitt's apartment, now more than 70 days after she first reported the heating system's failure to the landlord.

Facts specific to Eva Vincent

106. Eva Vincent moved into the Comstock Apartments on August 10, 2018.
107. From Fall 2021 until April 10, 2023, Ms. Vincent did not have a functioning heating system in her apartment.
108. Ms. Vincent submitted numerous maintenance requests during that time frame through the online portal of Alliance Property Management, which was managing the Comstock Apartments on DevCo's behalf at that time.
109. Despite her efforts to get her heat fixed, Ms. Vincent suffered through two full winters without a functioning heating system, having to rely on dangerous space heaters.

IV.
Claims and Causes of Action

Count 1 – NEGLIGENCE
MCCARTHY V. COMSTOCK APARTMENTS AND CORNERSTONE RESIDENTIAL

110. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.
111. Defendants Comstock Apartments and Cornerstone Residential are defined as landlords under

the Montana Residential Landlord and Tenant Act of 1977, M.C.A. § 70-24-101, *et. seq.*

112. Under M.C.A. § 70-24-303(1)(d), a landlord has a duty to “maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.”
113. Defendants Comstock Apartments and Cornerstone Residential breached their duty to Ms. McCarthy, who is their tenant, by failing to maintain the heating system in good and safe working order.
114. Defendants Comstock Apartments and Cornerstone Residential’s breach of duty caused Ms. McCarthy damages, including but not limited to sleeplessness, anxiety, emotional distress, loss of peaceful enjoyment of her apartment, and loss of personal property, in an amount to be proven at trial.

Count 2 – NEGLIGENCE PER SE
MCCARTHY V. COMSTOCK APARTMENTS AND CORNERSTONE RESIDENTIAL

115. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.
116. Defendants Comstock Apartments and Cornerstone Residential are defined as landlords under the Montana Residential Landlord and Tenant Act of 1977, M.C.A. § 70-24-101, *et. seq.*
117. Under M.C.A. § 70-24-303(1)(d), a landlord has a duty to “maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.”
118. Defendants Comstock Apartments and Cornerstone Residential breached their duty to Ms. McCarthy, who is their tenant, by failing to maintain the heating system in good and safe working order.

119. When a breach of a duty also breaches a law or regulation, it constitutes negligence per se.
120. Therefore, by violating a state statute, M.C.A. § 70-24-303(1)(d), Defendants Comstock Apartments and Cornerstone Residential are liable for their negligence per se.
121. Defendants Comstock Apartments and Cornerstone Residential's breach of duty caused Ms. McCarthy damages, including but not limited to sleeplessness, anxiety, emotional distress, loss of peaceful enjoyment of her apartment, and loss of personal property, in an amount to be proven at trial.

**Count 3 – NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS
MCCARTHY V. COMSTOCK APARTMENTS AND CORNERSTONE RESIDENTIAL**

122. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.
123. Defendants Comstock Apartments and Cornerstone Residential owed Ms. McCarthy a duty to provide an apartment with a functioning heating system.
124. Defendants Comstock Apartments and Cornerstone Residential breached their duty to Ms. McCarthy by failing to repair the heating system for more than 400 days.
125. As a result of Defendants Comstock Apartments and Cornerstone Residential's actions and/or omissions, Ms. McCarthy was subjected to significant emotional distress including but not limited to physical pain, emotional pain, embarrassment, mental anguish, sleeplessness, anxiety, and fear.
126. Ms. McCarthy's emotional distress is the reasonably foreseeable consequence of Defendants Comstock Apartments and Cornerstone Residential's negligent actions and/or omissions.
127. Defendants Comstock Apartments and Cornerstone Residential's actions and/or omissions caused Ms. McCarthy severe emotional distress, entitling her to damages to be proven at trial.

**Count 4 – INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS
MCCARTHY V. COMSTOCK APARTMENTS AND CORNERSTONE RESIDENTIAL**

128. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.

129. Defendants Comstock Apartments and Cornerstone Residential owed Ms. McCarthy a duty to provide an apartment with a functioning heating system.
130. Defendants Comstock Apartments and Cornerstone Residential breached their duty to Ms. McCarthy by failing to repair the heating system for more than 400 days.
131. As a result of Defendants Comstock Apartments and Cornerstone Residential's actions and/or omissions, Ms. McCarthy was subjected to significant emotional distress including but not limited to, physical pain, emotional pain, embarrassment, mental anguish, sleeplessness, anxiety, and fear.
132. Ms. McCarthy's emotional distress is the reasonably foreseeable consequence of Defendants Comstock Apartments and Cornerstone Residential's negligent actions and/or omissions.
133. Defendants Comstock Apartments and Cornerstone Residential's actions and/or omissions caused Ms. McCarthy severe emotional distress, entitling her to damages to be proven at trial.

Count 5 – NEGLIGENCE
HUITT V. COMSTOCK APARTMENTS AND CORNERSTONE RESIDENTIAL

134. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.
135. Defendants Comstock Apartments and Cornerstone Residential are defined as landlords under the Montana Residential Landlord and Tenant Act of 1977, M.C.A. § 70-24-101, *et. seq.*
136. Under M.C.A. § 70-24-303(1)(d), a landlord has a duty to “maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.”
137. Defendants Comstock Apartments and Cornerstone Residential breached their duty to Ms. Huitt, who is their tenant, by failing to maintain the heating system in good and safe working order.

138. Defendants Comstock Apartments and Cornerstone Residential's breach of duty caused Ms. Huitt damages, including but not limited to sleeplessness, anxiety, emotional distress, loss of peaceful enjoyment of her apartment, and loss of personal property, in an amount to be proven at trial.

Count 6 – NEGLIGENCE PER SE
HUITT V. COMSTOCK APARTMENTS AND CORNERSTONE RESIDENTIAL

139. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.

140. Defendants Comstock Apartments and Cornerstone Residential are defined as landlords under the Montana Residential Landlord and Tenant Act of 1977, M.C.A. § 70-24-101, *et. seq.*

141. Under M.C.A. § 70-24-303(1)(d), a landlord has a duty to "maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord."

142. Defendants Comstock Apartments and Cornerstone Residential breached their duty to Ms. Huitt, who is their tenant, by failing to maintain the heating system in good and safe working order.

143. When a breach of a duty also breaches a law or regulation, it constitutes negligence per se.

144. Therefore, by violating a state statute, M.C.A. § 70-24-303(1)(d), Defendants Comstock Apartments and Cornerstone Residential are liable for their negligence per se.

145. Defendants Comstock Apartments and Cornerstone Residential's breach of duty caused Ms. Huitt damages, including but not limited to sleeplessness, anxiety, emotional distress, loss of peaceful enjoyment of her apartment, and loss of personal property, in an amount to be proven at trial.

Count 7 – NEGLIGENCE
VINCENT V. COMSTOCK APARTMENTS AND ALLIANCE PROPERTY MANAGEMENT

146. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.
147. Defendants Comstock Apartments and Alliance Property Management are defined as landlords under the Montana Residential Landlord and Tenant Act of 1977, M.C.A. § 70-24-101, *et. seq.*
148. Under M.C.A. § 70-24-303(1)(d), a landlord has a duty to “maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.”
149. Defendants Comstock Apartments and Alliance Property Management breached their duty to Ms. Vincent, who is their tenant, by failing to maintain the heating system in good and safe working order.
150. Defendants Comstock Apartments and Alliance Property Management’s breach of duty caused Ms. Vincent damages, including but not limited to sleeplessness, anxiety, emotional distress, loss of peaceful enjoyment of her apartment, and loss of personal property, in an amount to be proven at trial.

Count 8 – NEGLIGENCE PER SE
VINCENT V. COMSTOCK APARTMENTS AND ALLIANCE PROPERTY MANAGEMENT

151. Plaintiffs herein reallege the foregoing paragraphs as though fully set forth herein.
152. Defendants Comstock Apartments and Alliance Property Management are defined as landlords under the Montana Residential Landlord and Tenant Act of 1977, M.C.A. § 70-24-101, *et. seq.*
153. Under M.C.A. § 70-24-303(1)(d), a landlord has a duty to “maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.”

154. Defendants Comstock Apartments and Alliance Property Management breached their duty to Ms. Vincent, who is their tenant, by failing to maintain the heating system in good and safe working order.
155. When a breach of a duty also breaches a law or regulation, it constitutes negligence per se.
156. Therefore, by violating a state statute, M.C.A. § 70-24-303(1)(d), Defendants Comstock Apartments and Alliance Property Management are liable for their negligence per se.
157. Defendants Comstock Apartments and Alliance Property Management's breach of duty caused Ms. Vincent damages, including but not limited to sleeplessness, anxiety, emotional distress, loss of peaceful enjoyment of her apartment, and loss of personal property, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. For an award to Alexis McCarthy for those special damages arising from the Defendants' conduct,
2. For an award to Alexis McCarthy for those general damages arising from the Defendants' conduct, in an amount to be proven at trial,
3. For an award to Mikaila Huitt for those special damages arising from the Defendants' conduct,
4. For an award to Mikaila Huitt for those general damages arising from the Defendants' conduct, in an amount to be proven at trial,
5. For an award to Eva Vincent for those special damages arising from the Defendants' conduct,
6. For an award to Eva Vincent for those general damages arising from the Defendants'

- conduct, in an amount to be proven at trial,
7. An award of pre-judgment interest for each Plaintiff,
 8. An award of post-judgment interest for each Plaintiff,
 9. For the costs for each Plaintiff including attorney's fees allowed by law, including but not limited to under M.C.A. § 70-24-442;
 10. For leave to amend the complaint upon filing of an appropriate motion, to add a claim for punitive damages, and
 11. For any other relief the Court deems just under the circumstances.

DATED this 15th day of December, 2025.

/s/ Ryan A. Ballard
Ryan A. Ballard
Attorney for Plaintiffs

DEMAND FOR JURY TRIAL

Comes now the Plaintiffs, by and through their counsel, and hereby demand a jury trial.

DATED this 15th day of December, 2025.

/s/ Ryan A. Ballard
Ryan A. Ballard