

3. Defendant Southgate Mall Associates, LLP (“Southgate”), is a limited liability partnership, registered with the Montana Secretary of State, and is the owner and/or manager of real property and a commercial enterprise commonly known as Southgate Mall (the “Mall”) in Missoula, Montana.

4. On or about March 27, 2007, the Maulers entered into a lease (the “Original Lease”) with Southgate for commercial space (the “Rental”) in the Mall. The term of the Original Lease was five (5) years.

5. On or about October 23, 2012, approximately seven (7) months after the expiration of the Original Lease, Burks and Southgate executed a document entitled “Lease Amendment No. 1” (the “Second Lease”). The Second Lease used language purporting to extend the lease between the Maulers and Southgate for an additional four (4) year term, even though the Original Lease had fully concluded and therefore terminated upon its expiration (leaving nothing to extend).

6. Only Burks, not the Maulers, was named a party to the Second Lease.

7. Upon occupying the Rental, pursuant to the Original Lease, the Maulers used the Rental as a retail hockey store, selling a variety of hockey equipment (e.g. skates, sticks, pads, helmets, etc.).

8. Southgate has certain requirements and restrictions on its tenant stores including requiring stores in the Mall to be open during Mall hours.

9. The restrictions and requirements placed on the Maulers for use of the Rental became a burden on the store’s operation and profitability. For example, the Mall required the Maulers’ store in the Rental to be open and staffed during the heat of

summer when sales of ice skates – and other hockey equipment – are minimal or nonexistent.

10. After execution of the Second Lease, Burks, in an effort to address problems with profitability in use of the Rental, proposed to Southgate that the Rental no longer be used for the Maulers' hockey retail store and, in its place, another business owned by Burks, Garden of Read'n, Inc., a Christian bookstore (the "Bookstore"), occupy the Rental.

11. Southgate opposed Burks' request. Southgate stated its belief that the Maulers' store was doing well economically, and that a Christian bookstore's use of the Rental was an economic risk. Southgate's position ignored the fact that the Maulers' hockey store had profitability problems. Additionally, Burks was a guarantor of the Second Lease and would have guaranteed the payments for use of the Rental by the Bookstore, even if it had, in fact, been an economic risk. Southgate also ignored the fact that Burks has owned and operated Garden of Read'n elsewhere in Missoula for nearly a decade – which does not indicate a business on the verge of immediate collapse.

12. Given that Garden of Read'n was a commercially viable business which has operated successfully in Missoula for years, and that Burks would be the guarantor, Defendant's explanation as to why it turned down Burks' proposal rings hollow. Instead, it appears Southgate opposed and rejected Burks' proposal to have the bookstore, instead of the Maulers' store, occupy the Rental was based on its status as a Christian bookstore, or for some other malicious reason.

13. In December, 2014, and again in February, 2015, Plaintiffs Burks and the Maulers, through counsel, informed Southgate that it was Plaintiffs' intent to have the Maulers vacate the Rental.

14. On or about April 1, 2015, Plaintiffs vacated the Rental and opened the Maulers' retail store at a separate location in Missoula.

15. At the time of the move, Southgate initially refused to allow Plaintiffs to remove any items – including thousands of dollars' worth of merchandise inventory – from the Rental space in the Mall. After negotiation between counsel, Plaintiffs were permitted to remove the merchandise. However, Southgate refused to allow Plaintiffs to remove certain other items of personal property.

16. On May 5, 2015, after additional negotiation between counsel, Plaintiffs were granted re-entry to the Rental space in the Mall and were permitted to remove some additional items of personal property. However, as of the filing of this action, there remain certain items of personal property which Southgate refuses to allow Plaintiffs to remove.

17. Southgate has sent Plaintiffs two (2) notices of default demanding payments of rent. However, Southgate has also changed the locks on the premises and controls Plaintiffs' access to the space. Thus, on one hand, Southgate wishes the lease to continue and argues that one or both Plaintiffs are in default, but, on the other hand, refuses Plaintiffs access.

18. As a result of Southgate's actions – including its refusal to release personal property and its wrongful behavior based on religion or based on some other malice – Plaintiffs have all suffered damages which will be proven at trial.

19. Plaintiffs are entitled to a declaratory judgment determining the respective rights and obligations of all parties under the Original Lease and the Second Lease here at issue. Particularly, Plaintiffs seek a judgment determining that, in the event any breach or default is attributed to the Plaintiffs, the breach was efficient and Southgate has incurred no recoverable damages.

20. Southgate's intentional actions, designed to harm or hinder Plaintiffs' business activities as described elsewhere in this Complaint, have tortuously interfered with Plaintiffs' prospective economic advantage, and in so doing have caused damages in an amount to be proven at trial.

21. Southgate's actions have unjustly enriched it, to the detriment of the Plaintiffs, and Southgate has an equitable obligation to make Plaintiffs whole.

22. Southgate's actions to wrongfully deprive and dispossess the Maulers and/or Burks of personal possessions in the Rental, at various times including the present, were done wrongfully, and constitute a conversion or a trespass to chattels against Plaintiffs.

23. This Court has jurisdiction.

24. Venue is proper.

WHEREFORE, on the basis of the foregoing allegations, Plaintiffs request the following relief:

1. The Court enter an Order barring Defendant from removing, replacing or in any fashion damaging the remaining items of personal property still located in the Rental space.

2. The Court enter judgment against Defendant for damages in an amount to be proven;

3. Declaratory judgment holding that the Plaintiffs did not engage in any wrongful action under the contracts here at issue, or in the alternative, if any breach or wrongful action is attributed to Plaintiffs, that it caused no recoverable damage to Southgate;

4. The Court enter judgment awarding Plaintiffs reasonable attorney's fees and costs incurred herein as a result of the legal issues that have unavoidably arisen from the actions of Defendant; and

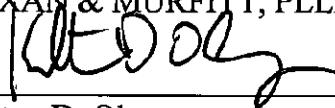
5. For such other relief as this Court determines just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial for all issues so triable.

DATED this 8th day of May, 2015.

LUXAN & MURFITT, PLLP



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