

MONTANA TWENTY-SECOND JUDICIAL DISTRICT COURT  
BIG HORN COUNTY

ELLYN NADEAU, an individual,	)	
	)	
Plaintiff/Counter-Defendant,	)	
	)	Cause No. DV-2018-46
vs.	)	
	)	Judge Matthew Wald
CAMAPLAN FBO DAVID HORNEMAN IRA,	)	
a qualified IRA; CARY HORNEMAN and	)	
DAVID HORNEMAN,	)	
	)	<b>JUDGMENT</b>
Defendants/Counter-Claimants.	)	
	)	
CARY HORNEMAN and DAVID HORNEMAN,	)	
	)	
Third-Party Plaintiffs,	)	
	)	
vs.	)	
	)	
MICHAEL MASTRANGELO,	)	
	)	
Third-Party Defendant.	)	

This matter came before the Court for Trial by Jury beginning June 16, 2021. The parties at trial were plaintiff/counter-defendant Ellyn Nadeau and defendants/counter-claimants/third-party plaintiffs Cary and David Horneman (collectively, "Hornemans"). Defendant CAMAPLAN FBO David Horneman IRA was dismissed by stipulation of the parties in advance of trial. The Court previously entered default against third-party defendant Michael Mastrangelo. Counsel for

Nadeau/Mastrangelo and counsel for the Hornemans stipulated at the final pretrial conference that judgment on the Hornemans' claims would apply equally to Nadeau and Mastrangelo.

In accordance with the Special Verdict Form completed by the Jury on June 19, 2021, IT IS HEREBY ORDERED that JUDGMENT is entered as follows:

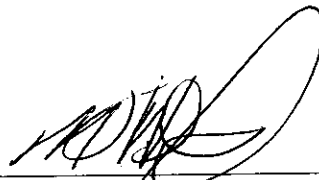
1. On Nadeau's claim for breach of the Agreement to Sell and Purchase Real Estate (the 8.26 acres), the Jury found in favor of Nadeau and against the Hornemans in the amount of \$734,000.
2. On Nadeau's claim for breach of the Asset Purchase Agreement, the Jury found in favor of the Hornemans and against Nadeau.
3. On the Hornemans' claims for actual fraud, constructive fraud, and negligent misrepresentation, the Jury found in favor of the Hornemans and against Nadeau and Mastrangelo, jointly and severally, in the amount of \$259,086.
4. On the Hornemans' claim for conversion, the Jury found in favor of Nadeau and Mastrangelo and against the Hornemans.
5. On the Hornemans' claim for breach of the Asset Purchase Agreement, the Jury found in favor of the Hornemans and against Nadeau and Mastrangelo, jointly and severally, for \$163,000.
6. The Court determines that the various claims and counterclaims should be set off against one another, and judgment is herewith entered in favor of Nadeau and against the Hornemans in the amount of \$311,914.00, together with post-judgment interest at the rate of 5% per annum from and after the date this Judgment is entered. Upon payment by Hornemans to Nadeau of the full amount of this Judgment, together with any accrued, but unpaid, post-judgment interest, Nadeau shall deliver to Hornemans a deed for the property (approximately 8.26 acres) as

more fully described in that certain Agreement to Sell and Purchase Real Estate entered into evidence in this case as Exhibit 4.

//

//

DATED this 16 day of September, 2021.

  
\_\_\_\_\_  
Matthew Wald  
District Court Judge

cc: John G. Crist and Eric Edward Nord – Crist, Krogh, Alke & Nord, PLLC  
Renee L. Coppock and Justin Harkins – Crowley Fleck PLLP  
Michelle M. Sullivan and Adrian A. Miller – Sullivan Miller Law PLLC

**CERTIFICATE OF SERVICE**  
This is to certify that the foregoing was duly served by mail,  
fax, or email upon the parties or their attorneys of record at  
their last known address/email.  
Done this 16<sup>th</sup> day of September, 2021.  
By: Kathryn B. Stanley  
COURT ADMINISTRATOR to the HON. MATTHEW J. WALD