

IN THE SUPREME COURT OF THE STATE OF MONTANA
Supreme Court Case No. DA 22-0545

David F. Stufft
Attorney at Law
P.O. Box 2957
Kalispell, Montana 59903
Telephone: (406) 471-4819
david@stufftlaw.com
State of Montana Bar License #1501

Attorney for Lindsay B. Goudreau, Appellee

<p>IN RE MARRIAGE OF Lindsay B. Goudreau, Petitioner and Appellee, and Jeffrey A. Goudreau, Respondent and Appellant.</p>	<p>Affidavit of Lindsay B. Goudreau</p>
---	--

State of Montana)
) ss:
County of Flathead)

Lindsay B. Goudreau being duly sworn states:

1. I am Lindsay B. Goudreau. On October 14, 2022, I filed my affidavit with this Court. Shortly thereafter, the Court remanded this matter to District Court.
2. Matters have only gotten worse. I am struggling, financially and emotionally. Jeff is doing everything in his power to break me financially which is what he told me he would do when we separated in January 2020. He is also attempting to emotionally destroy me. Now,

one business day before his opening brief is due, he has asked for a 30-day continuance. This is extremely upsetting because he has had the transcript since October 10, 2022. There is no valid reason for continuing the time to submit his brief other than to delay these proceedings at my expense.

3. The primary asset in our marital estate is our marital estate home, 1035 Oakmont Lane, Columbia Falls, Montana.
4. Judge Allison ordered Jeff to maintain insurance coverage on our Oakmont marital estate home property. (June 7, 2022, *Decree*, FOF # 30, p.16, Court Doc #93 attached to Jeff's *Motion*). Through July 2022 the insurance coverage on our marital estate home was only \$296,000. (Exhibit 1). A home of this size (3,400 square foot), its condition and its location would cost in the range of \$275.00 to \$300.00 to replace in the event of a serious loss by fire or another casualty. The shop (672 square feet) is apparently only insured for \$26,800. The replacement cost for our shop is approximately \$100 per square foot. If Jeff continues to underinsure our home and shop and there is a significant loss from a fire or other casualty, there will not be enough proceeds to pay me for my interest in this marital estate asset. It is my belief that the Court should deny Jeff's request to waive the Supercedeas bond requirement because I will not be protected.
5. Our Oakmont property needs to be sold. Jeff very seldom uses our 1035 Oakmont Lane property. He stays with his girlfriend at her home in West Valley (near Kalispell) some distance from the 1035 Oakmont Lane property just north of Columbia Falls. During our trial Jeff's sister, Lucy Williams testified. She stated:

Q. And have you been to Jeff's significant other's home?

A. Yes, I have.

Q. And that's over in West Valley; is that right?

A. Yep, it is.

Q. Okay. And do you know whether or not Jeff spends time there overnights with his significant others?

A. Yeah, he does he spend a lot of time there.

Q. Spending a lot of time there will the children also spend time there, too, when he has the children?

A. Yeah, they have a whole setup for the kids.

Q. Bedrooms, things of that nature?

A. Uh-huh, yeah, they do. It's a beautiful home.

Q. And you don't know what happens behind anybody's closed doors if you're not in the home itself.

A. Well, I'm there frequently and we have dinners.

Q. And that was kind of a broad question.

(Lucy Williams, Transcript p. 319).

6. Because Jeff failed to comply with paying the \$407,000 to me, the home is to be sold. Yet, as result of Jeff filing this motion, the contempt hearing with Judge Allison has been delayed.
7. I have significant debts and am struggling financially and emotionally

from this litigation.

8. I owe my grandmother \$169,000 for the loan she made so I could acquire a small home at 801 2nd Ave. West, Columbia Falls to live in with our two children. I have been unable to pay my grandmother who is 94 and struggling multiple myeloma cancer and recently developed pneumonia. My grandmother had to borrow against her property in Minnesota to help me purchase my residence at 801 2nd Ave. West, and she is now paying on her own loan. My grandmother is also suffering financially due to her borrowing money on her home, to help me buy my home and not having any money being paid her because I don't have the financial resources. She now has a renter in her home to help pay her bills. I don't have enough to pay my mortgage if I buy groceries and I can't make my car payment. On October 27, 2022, I borrowed \$300 from my mother. On November 7, 2022, I had to borrow an additional \$700 from my mother.
9. I am self-employed, doing real estate photography. This business is extremely competitive, having now to compete with an out of state corporate business that has been undercutting local professionals such as me.
10. I'm worried that I may need to sell my car, which I still owe on, or sell my 801 2nd Ave. West home, and move back into the camper. Usually at this time of year, I have money saved up to get me through December through March. Those are my slow months. Right now, I'm trying to figure out what I can sell to exist.
11. I owed delinquent property taxes for 2 years on my 801 2nd Ave. West Columbia Falls home in the amount, \$4,185.00. On October 13, 2022,

my mother used her credit card to pay those taxes that I could not pay because our 1035 Oakmont Lane property has not been even listed for sale as ordered by Judge Allison on June 7, 2022, let alone sold.

12. My property taxes on 801 2nd Ave. West, Columbia Falls became delinquent on November 30, 2022. I owe the Flathead County Treasure \$1,774.51. I will owe a similar amount on May 30, 2023. I am unable to pay my property taxes until our Oakmont property is sold.
13. I am unable to purchase health insurance because I do not have the money. My right knee needs to be totally replaced because it is grinding bone on bone. The cost is \$20,000.00. I have to wait until our Oakmont property is sold to purchase health insurance.
14. I need dental care, including two crowns, which are \$2,000 each. I can't afford this necessary dental work because our 1035 Oakmont Lane property has not even been listed as ordered by Judge Allison, let alone sold.
15. I drive a used 2008 Toyota Sequoia with 201,000 miles. The interest on my Sequoia loan is 15%. I am unable to pay this high interest rate loan off because Jeff refuses to list our property for sale as ordered by Judge Allison.
16. Jeff refuses to even pay 1/2 the cost of our daughter's soccer fees, yet he comes to her games and practices.
17. My monthly home mortgage payment is an interest payment only, in the amount, \$940, a month. I do not have the ability to pay any of the principal on this loan for my current residence, 801 2nd Ave. West, Columbia Falls until our 1035 Oakmont Lane property is sold. I was able to obtain a renewal of my loan for one additional year but have been informed by my banker that is the last time. I do not qualify for a

new loan because the bank is waiting for the final ruling in this case. I will need to put additional money down to qualify for a loan and I can't do that until the 1035 Oakmont Lane property is sold.

18. During July and August, I rented my 801 2nd Ave. West home to vacationers in an attempt to receive monies so I can exist. Our children and I lived in a small trailer on a friend's lot.
19. I am unable to pay my attorney for his fees and costs which now approximates \$90,000. My mother with a credit card pays \$500 a month on this bill. On December 5, 2022, I went through mediation once again at a cost which will be between \$1,000 and \$1,500. I do not have that money to pay the mediator. My attorney will have to fund and pay for the mediator. Every month the interest owed on my legal bill increases.
20. Jeff does not owe any legal fees let alone a legal fee statement that increases every month because of accruing interest. He is able to fund his case by cash as evidenced by his financial statement attached as Exhibit 1 to his November 25, 2022, *Second Motion for Stay of Judgment & Waiver of Supercedeas Bond*.
21. Jeff has now appealed both Judge Allison's June 7, 2022, ruling and his November 14, 2022, Order requiring a supercedeas bond be posted by Jeff no later than November 29, 2022.
22. It is my understanding the purpose of the bond is to protect a person such as me for losses which I may incur because of the stay of the judgment during the appeal. The loss would include the loss of interest and the loss of my ability to reinvest the proceeds from the cash equalization payment including paying my home mortgage so I can keep my home that I purchased with the help of my grandmother two years after separating from Jeff. The loss may also include the loss of

the equalization payment because of fire or another casualty.

23. There is no certainty our 1035 Oakmont Lane property market value which real estate broker at the time of trial believed had a cma value of \$1,450,000 and then in October, believed the home may have a value of \$1,600,000 will hold through an appeal with the economy, recession, and mortgage rates for prospective buyers having increased since March 2022 and is highly likely to increase significantly during the next 6 months.
24. I should not be the person responsible for this risk when it is Jeff who is appealing this case.
25. The above fails to include the costs that I will incur during litigation, including attorney fees and mediation fees which are part of my damages for the delay in listing and selling this property caused by Jeff.
26. Jeff states in his July 15, 2022, *Affidavit* that he cannot afford paying the mortgage and also paying me \$406,900. (Jeff Goudreau Affidavit, page 7 Trial Court Doc #102). If he can't afford the mortgage, I should not have the risk of nonpayment, failure to timely sell our 1035 Oakmont property or bankruptcy by Jeff which will further delay the finality of this case.
27. Although at one time, Jeff could have purchased my interest in our Oakmont property by paying me \$406,900, Jeff didn't. He didn't even attempt to refinance the \$1,450,000.00 property, which recently broker Brian Murphy opined should be listed for \$1,600,000.
28. Jeff didn't even apply for a supercedeas bond. He did produce upon my attorney's request his November 21, 2022, application. The application states:

Agent Name/Code:

Applicant Information New Business Billing Option: Direct Bill Agency Bill Renewal Billing Option: Direct Bill Agency Bill

Applicant(s) Name in Full <i>Jeffrey Alan Goudreau</i>	Social Security # <i>517 151347</i>	FEIN #
Applicant(s) Complete Address (street, city, state and zip code) <i>1035 Oakmont Lane Columbia Falls MT 59912</i>	Has Applicant(s) Ever Filed for Bankruptcy? <input type="checkbox"/> YES - Explain <input checked="" type="checkbox"/> NO	
Applicant(s) Preferred Telephone Number <i>406 471 0526</i>	Applicant(s) EMAIL Address <i>Jgou442@gmail.com</i>	

Court - Judicial Bond Application

Applicant(s) Current or Prior Occupation or Business <i>Flathead Electric</i>	Relationship of Applicant(s) to the Case <i>Self</i>	Bond Type: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant
Name of Court <i>District Court Judge Dept 2</i>	Address of the Court <i>Flathead County Justice Center 920 South Main Street Suite 310 Kalispell MT 59901</i>	<input type="checkbox"/> Replevin <input type="checkbox"/> Injunction <input checked="" type="checkbox"/> Supersedeas <input type="checkbox"/> Restraining Order <input type="checkbox"/> Attachment <input type="checkbox"/> Appeal <input type="checkbox"/> Release of Attachment or Lien <input type="checkbox"/> Indemnity to Sheriff <input type="checkbox"/> Security for Costs <input type="checkbox"/> Other
County of Court <i>Flathead</i>		
Docket Number <i>DR-20-064(B)</i>	Description of the Case or Type of Action <i>Divorce</i>	
Amount of Judgment \$ <i>\$406,900</i>	Bond Amount \$ <i>508,625</i>	Date of Judgment <i>June 7th 2022</i>
Property Value \$	Location of Property (if case does not relate to real estate) <i>1035 Oakmont Lane Columbia Falls MT 59912</i>	Description of Property <i>10 acres w/ 4 bed Home 2 bath</i>
Address of Property <i>1035 Oakmont Lane</i>	Name of Plaintiff <i>Lindsay Goudreau</i>	Name of Defendant <i>Self Goudreau</i>

29. Jeff did not disclose the value of the property, misstates the “amount of judgment and did not include a financial statement in his prepared application that he provided to us on November 22, 2022. Jeff did not disclose that the value of the 1035 Oakmont Lane because that would defeat his argument that it is not \$1,450,000, or \$1,600,000. And the amount of the judgment is no longer \$406,900 because Jeff failed to buy me out for that mount many months ago.
30. When this application was produced, my attorney immediately corresponded back attorney Chisholm. Attorney Stufft was concerned that the bonding company would not pay because of an omission or misrepresentation in the “application.” The email states:

From: david@stufflaw.com
Subject: Re: Marriage of Goudreau
Date: November 22, 2022 at 3:32 PM
To: Dean Chisholm dean@chisholmlawfirm.com



Dean,

I have had the opportunity review Jeff's application for the supercedes bond with Main Street American Group and which was dated, yesterday November 21, 2022. With the shortness of time that I have to respond to your email, why didn't Jeff submit his application last week, instead of waiting 7 days? Has this application been submitted?

I am rightfully concerned with the statements and omissions contained in his application to Main Street American Group which may cause the insurance carrier at a later date to deny coverage. As counsel for Jeff, do you intend to correct the application so that it is not misleading to the insurance carrier?

Would you please forward to me copies of all correspondence between or on behalf of Jeff to the Main Street American Group regarding his application or any supplemental application including all documents that would have been attached.

David

31. My attorney never received any correspondence between Jeff and Main Street American Group.
32. Jeff also stated that as an alternative, he would pay me the \$7,335 which was the premium cost for the supercedeas bond, but at the conclusion of this litigation, I would have to return this money to him. He would not be required to purchase the bond under this proposal. That didn't make any sense because I would not have any protection and, in the end, he would just be using me to finance around his required bond.
33. Then Jeff in his Motion to waive the requirement of a supercedeas bond for the first time claimed that he also has to have a letter of credit, secured by my interest in our 1035 Oakmont property. Although I do not understand all of the nuances, I do know that Jeff waited over 7 days before even seeking the required supercedeas bond and he had only 4 days left to obtain one or he would lose his right to appeal. Why didn't Jeff during this 11-day period seeking a supercedeas bond from another insurance company. Wouldn't that have been the right approach if he was serious about obtaining a bond? And, according to his November 22, 2022, financial statement attached to his November

25, 2022, Affidavit, he didn't have \$7,335 to pay me!

34. Jeff is also mistaken about other property issues. There are two marital estate Quadros which I believe am entitled to receive more than what the District Court ordered. This is part of the appeal and cross-appeal by me. (November 25, 2022, *Notice of Issue Response*, Court Doc #125. In addition, there is the remaining personal property which Jeff has failed to deliver which also is part of the appeal and cross-appeal. (August 1, 2022, Lindsay Goudreau Affidavit, Court Doc #112).

35. This drawn-out case, which should have been concluded in shortly after June 7, 2022, has taken an emotional toll. Jeff is extremely difficult. On November 14, 2022, I sent Jeff an email and suggesting again that we should obtain parenting coaching assistance. The email reads:

“On Mon, Nov 14, 2022 at 9:28 AM Lindsay D
<lindsaygoudreau@gmail.com> wrote:

I bought Greta's lunch box, she picked it out with me. You bought Gus's. Since this makes you so distraught, I will give you Gus's lunch box and you can keep it and purchase another for Greta. I will buy Gus one. Solved.

I don't have winter boots for Greta. Rain boots is all I have. **I can't afford boots and I also can't afford new snowpants.** I sure hope you also returned the rain boots today. Or do you need to make a list? Did you send the rain boots back?

When will you agree to a parenting coach?”

Jeff's response was:

“On Mon, Nov 14, 2022 at 10:15 AM Jeff Goudreau
<jgou442@gmail.com> wrote:

Once you solve the evil in your soul and truly want a descent relationship with me I would attempt something like that. It's clear you can't put your greed and nastiness aside to better parent our kids together. You have continually made baseless accusations about me to gain control of the kids and minimize me to inflate your ego.

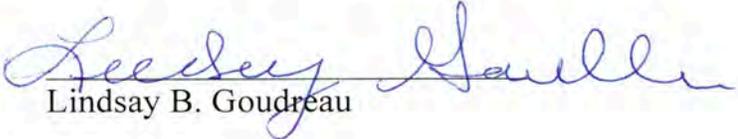
For now I am not wasting my time, you would simply use the person as someone to spread your lies and manipulation over. I don't care to waste my life fighting with you, hopefully you can wake up and realize life is too short and it doesn't solve a thing. Move on from wanting to fight with me, the kids need parents who can communicate well.

Solve the evil in your heart first, then let's talk."

36. It is never pleasant to receive numerous emails like that. They take their toll.
37. I am asking the Court to deny Jeff's second *Motion for a Stay of Proceedings* so the District Court can hear my *Motion for Contempt* which is being delayed by Jeff. Then our marital estate home, 1035 Oakmont Lane can be listed for sale and sold with the proceeds protected from any decline in real estate values because of continued increase in interest rates and lack of purchasers.

Pursuant to §1-6-105 MCA, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 5, 2022.


Lindsay B. Goudreau

Homeowners Policy

INSURED AND AGENT INFORMATION

(Named Insured)

Name and Mailing Address

JEFF GOUDREAU
LINDSAY GOUDREAU
1035 OAKMONT LN
COLUMBIA FALLS MT 59912-8404

Agent Information

PAYNEWEST INSURANCE INC
PO BOX 5207
HELENA MT 59601

The Residence premises is located at

1035 OAKMONT LN
COLUMBIA FALLS MT 59912-8404

Mortgagee Name and Address

1. FANNIE MAE
C/O FIRST INTERSTATE BANK
PO BOX 40
CAPSER WY 82602
LOAN NUMBER 640059859

POLICY INFORMATION

Homeowners Policy No.

994363837 633 1

Policy Period

07/15/21 - 07/15/22 12:01 A.M.

Standard Time at the residence premises

Your Insurer

Travelers Commercial Insurance Company
One of The Travelers Property Casualty Companies
One Tower Square, Hartford, CT 06183

For Claim Service Call

1-800-CLAIM33

For Policy Service Call

1-877-872-8737

TOTAL POLICY PREMIUM

\$ 1,094.00

This is not a bill; you will be invoiced separately.

POLICY COVERAGES AND LIMITS OF LIABILITY

	LIMIT
Section I - Property Coverages	
A - DWELLING.....	\$ 268,000
B - OTHER STRUCTURES.....	\$ 26,800
C - PERSONAL PROPERTY.....	\$ 187,600
D - LOSS OF USE.....	\$ 80,400
 LIMITED FUNGI, OTHER MICROBES OR ROT REMEDIATION	
Section I - Property Coverage.....	\$ 5,000
 Section II - Liability Coverages	
E - Personal Liability (Bodily Injury and Property Damage) Each Occurrence..	\$ 500,000
F - Medical Payments to Others Each Person.....	\$ 5,000

POLICY SAVINGS AND DEDUCTIBLES

Your Savings

The following credits or discounts reduced your premium: Loss Free Discount, Protective Devices Discount

Deductibles

	DEDUCTIBLE
Section I Property Coverages Deductible (All Perils).....	\$ 1,000

In case of loss under section I, only that part of the loss over the stated deductible is covered.

OPTIONAL ENDORSEMENTS AND COVERAGES

	LIMIT	PREMIUM
Optional Endorsements		
HO-15 (02-16) Special Personal Property Coverage.....		Included*
HO-455 (08-10) Identity Fraud Expense Reimbursement Coverage.....	\$	25.00
HO-85 (05-16) Enhanced Home Package.....		Included*
Water Back Up And Sump Discharge Or.....	\$5,000	
Overflow		
Additional Replacement Cost Protection...	25%	

MANDATORY FORMS AND ENDORSEMENTS

- HO-3 (10-06) Homeowners 3 Special Form
- HO-300 MT (07-19) Special Provisions - Montana

Continued on next page