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Attorneys for Defendant/Third-Party Plaintiff City of Whitefish

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION**

JEFF BECK, individually; AMY
WEINBERG, individually; ZAC
WEINBERG, individually; ALTA VIEWS,
LLC; RIVERBEND COMPANY, LLC; and
on behalf of a class similarly situated persons
or entities,

Plaintiffs,

-vs-

CITY OF WHITEFISH, a Montana
municipality, and DOES 1-50.

Defendants

CITY OF WHITEFISH, a Montana
municipality

Third-Party Plaintiff

-vs-

Cause No. CV-22-44-M-DLC-
KLD

**CITY OF WHITEFISH'S
THIRD-PARTY COMPLAINT
AGAINST FINANCIAL
CONSULTING SOLUTIONS
GROUP, INC.**

FINANCIAL CONSULTING SOLUTIONS
GROUP, INC.

Third-Party Defendant

COMES NOW Defendant/Third-Party Plaintiff City of Whitefish (“the City”) and alleges the following Third-Party Complaint against Financial Consulting Solutions Group, Inc. (“FCS”):

PARTIES

1. The City is a municipality in Flathead County, Montana.
2. FCS is a Washington corporation that did business, during the relevant time period, in Montana.
3. In or around December 2017, the City entered into a contract with FCS involving a review and update of the City’s impact fees.
4. The contract provided, among other things, that FCS would comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under the contract.
5. Pursuant to the contract, FCS agreed to hold the City harmless and defend at its own expense against claims, demands or lawsuits arising from FCS’s negligent performance of the provisions of this Agreement.
6. Plaintiffs sued the City, alleging, among other things, the City has been charging unreasonable, unlawful, and unconstitutional impact fees.

7. If the City is liable to Plaintiffs based on the allegations in Plaintiffs' Complaint (Doc. 1), which the City contests, such liability was caused, in whole or in part, by the negligent acts, errors, or omissions of FCS, and the City is entitled to be defended and indemnified by, or to contribution from, FCS.

**COUNT ONE – BREACH OF CONTRACT
AND CONTRACTUAL INDEMNITY**

8. The City restates and realleges each and every allegation of this Third-Party Complaint as if fully set forth herein.

9. If Plaintiff's allegations are true, which the City contests, FCS breached the contract with the City by recommending impact fees which failed to comply with Federal, State and/or local laws and ordinances.

10. The City requested FCS to defend and indemnify it pursuant to the terms of the contract. FCS has refused to provide such a defense or indemnity.

11. Pursuant to the parties' contract, the City requests damages from FCS for any amounts the City is obligated to pay due to FCS's failure to comply with Federal, State and/or local laws and ordinances, and FCS's negligent or otherwise wrongful or tortious acts, errors, or omissions.

COUNT TWO – COMMON LAW INDEMNITY

12. The City restates and realleges each and every allegation of this Third-Party Complaint as if fully set forth herein.

13. Pursuant to common law, the City requests indemnity from FCS

CITY OF WHITEFISH'S THIRD-PARTY COMPLAINT AGAINST FINANCIAL CONSULTING SOLUTIONS
GROUP, INC.
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Group for any amounts the City is obligated to pay as a result of FCS's conduct.

COUNT THREE – CONTRIBUTION

14. The City restates and realleges each and every allegation of this Third-Party Complaint as if fully set forth herein.

15. Pursuant to § 27-1-703, MCA, the City requests contribution from FCS for any amounts the City is obligated to pay as a result of FCS's conduct.

WHEREFORE, Defendant/Third-Party Plaintiff, City of Whitefish, prays for the following relief:

1. That Plaintiffs take nothing against the City;
2. That judgment be entered in favor of the City;
3. That, if judgment is entered in favor of Plaintiffs, judgment be entered in favor of the City and against FCS Group for breach of contract, indemnity and/or contribution;
4. For costs; and
5. For such other relief as this Court deems just and proper under the circumstances.

DEMAND FOR JURY TRIAL

City of Whitefish demands a trial by jury on all issues so triable.

Dated this 21st day of December, 2022.

HAMMER, QUINN & SHAW PLLC

/s/ Marcel A. Quinn

Todd A. Hammer

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*Attorneys for Defendant/Third-Party Plaintiff City
of Whitefish*