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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**

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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

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

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

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CITY OF WHITEFISH, a Montana  
municipality

Third-Party Plaintiff

-vs-

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FINANCIAL CONSULTING SOLUTIONS GROUP, INC. Third-Party Defendant	
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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 21<sup>st</sup> day of December, 2022.

HAMMER, QUINN & SHAW PLLC

/s/ Marcel A. Quinn

Todd A. Hammer

Marcel A. Quinn

Thomas A. Hollo

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