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STATE OF WISCONSIN
MANITOWOC COUNTY
CIRCUIT COURT

MANITOWOC TIMESHARE MANAGEMENT, LLC Plaintiff, v. FOX HILLS OWNERS ASSOCIATION, INC. Defendant and Third-Party Plaintiff, v. FH RESORT LIMITED PARTNERSHIP Third-Party Defendant.	Case No. 25 CV 15 Class Code: 30301

BRIEF IN SUPPORT OF MOTION FOR INSPECTION OF MEMBERSHIP LIST AND INJUNCTIVE RELIEF

INTRODUCTION

Third-Party Defendant, FH Resort Limited Partnership ("FH Resort") moves this Court to compel Fox Hills Owners Association, Inc. ("the Association") to produce its membership ledger, as required by Wis. Stat. §§ 181.1601-1604, and to grant injunctive relief to halt the Association's oppressive and unlawful conduct. The Association has wrongfully denied FH Resort access to the membership ledger, refused to honor FH Resort's contractual right to appoint directors, disregarded valid ballots in a tainted board election, and barred FH Resort from participating in membership meetings. These actions violate Wisconsin law, the Association's governing documents, and fundamental principles of fair governance, causing irreparable harm to FH Resort's rights as a developer and member of the Fox Hills Condominium Vacation Ownership Plan ("Fox Hills Condo").

As outlined below, this Brief establishes FH Resort's clear entitlement to the membership ledger, demonstrates the illegitimacy of the current board, and justifies immediate injunctive relief to prevent further harm to FH Resort and other members.

RELEVANT FACTUAL BACKGROUND

Because the Court is presented with multiple issues for consideration, the facts relative to each issue are outlined as follows:

A. ASSOCIATION'S REFUSAL TO PROVIDE RECORDS

FH Resort is the developer of the Fox Hills Condo and is also an owner of timeshare weeks; and as an owner of timeshare weeks, FH Resort is a member of the Association with full rights to participate in its governance. (1st Am. Counterclaim (hereafter "Counterclaim") ¶¶ 1, 10, 50). On March 4, 2025, FH Resort formally requested access to the Association's membership ledger, which lists all members entitled to vote on Association matters, as permitted under Wis. Stat. §§ 181.1601-1602. (Id. ¶ 115; Ex. L). FH Resort's request complied with the statutory prerequisites of Wis. Stat. § 181.1605, including providing a proper purpose for inspection. (Id. At Ex. L):

> votes each member is entitled to cast at any meeting of the members. This request is made in good faith for the purpose of ascertaining the current membership of the Association, verifying the identities of those individuals entitled to vote or cast proxies at the annual meeting, and for the purpose of being able to communicate with fellow members directly about Association-related business and the members' interest with respect thereto. The use of such information will not otherwise violate the prohibitions of Wis. Stat. Sec. 181.1601(5).

The Association summarily denied the request, stating:

> Ann,
>
> The board is not interested in having FH Resort Limited Partnership or its assignees contact the timeshare owners and we can't find anything that entitles him to that right.
>
> Respectfully,
>
> **Cyndi Gierczak**

This response articulated no legal or factual basis for denying FH Resort's statutory request, thereby obstructing FH Resort's ability to verify membership status, monitor voting rights, and ensure transparent governance. (Id. ¶¶ 113-115; Ex. L). This denial is part of a broader pattern of exclusionary conduct by the Association, as outlined below.

B. ASSOCIATION'S REFUSAL TO HONOR DIRECTOR APPOINTMENT

The Association's Bylaws (§ 4.3) and the Declaration of Condominium and Time-Share Instrument (§ 5.4) unequivocally grant FH Resort, as developer, the right to appoint **two** of the **five** directors on the Association's board. (Counterclaim at ¶¶ 13, 19, 85, Ex.'s C and E). This right, which does not confer majority control, is a critical safeguard of FH Resort's interests as the developer and a significant timeshare-week owner. For over two decades, FH Resort exercised this appointment right without issue, until late 2024, when its two appointed directors resigned to facilitate pre-suit mediation of the pending dispute between the parties. (Id. ¶ 87 | M. Jacobson Aff. ¶ 6). After mediation failed, and prior to the annual meeting of the Association, FH Resort provided written notice to the Association on April 11, 2025, appointing two new directors to fill the vacant seats, as authorized by the Association's governing documents. (Id. ¶¶ 92-93; Ex. J | M. Jacobson Aff. ¶ 12). At the Association's annual meeting of members on April 12, 2025, the Association acknowledged FH Resort's notice of director appointment, but, acting on the advice of counsel, declared it would not honor FH Resort's board appointments, thereby breaching the Bylaws and Declaration and usurping FH Resort's contractual rights. (Id. ¶ 94 | M. Jacobson Aff. ¶ 14). Instead, 3 directors were elected at the annual meeting. (M. Jacobson Aff. ¶ 15).

When this conduct was subsequently challenged, the Association's counsel declared that FH Resort's ability to appoint directors was improper because it allowed FH Resort to retain control over the Association, contrary to Ch. 703, Wis. Stats. (McKinley Aff. ¶ 2, Ex. A at p. 2). When FH Resort responded by noting that the Association was a time-share condominium governed by Ch. 707, Wis. Stats., which has different rules concerning developer control, the Association's counsel simply demurred, taking the position that if FH Resort truly wanted to appoint directors, it would have to obtain a court order to do so, even though the statute and Bylaws were very clear on the subject. (Id. at Ex A p. 4).

C. Associations' Refusal to Honor Ballots & Other Oppressive Conduct

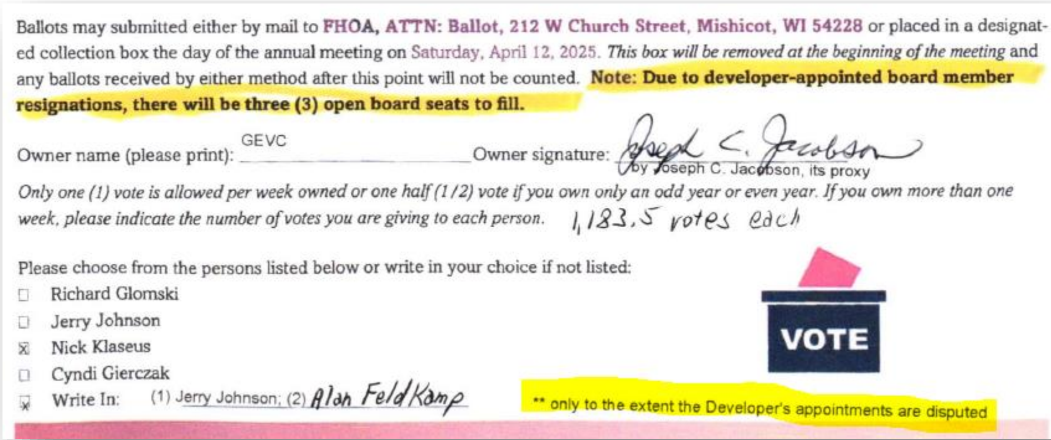
The Association's misconduct extended to the April 12, 2025, annual meeting, where it conducted a flawed election to fill three board seats, including the two seats FH Resort had already filled by appointment. (Id. ¶¶ 90, 95; Ex. I). The election was marred by the Association's arbitrary rejection of valid ballots, including:

i. Global's Proxy/Ballot

Global Exchange Vacation Club ("Global" or "GEVC"), an owner of 1183.5 timeshare weeks, granted a proxy to Michael Jacobson to vote its weeks at the Association's annual meeting in April. (Am. Counterclaim ¶¶ 102-104; Ex. K). On behalf of GEVC, Mr. Jacobson submitted a written ballot to the Association, which stated:

> Pursuant to the Proxy duly executed by GEVC on file with the Association, and on behalf of GEVC, the undersigned hereby casts the following votes for the Board of Directors of Fox Hills Owners Association, Inc., pursuant to the ballot issued by the Association:
>
> Director: Nick Klaseus
>
> Because the Developer of the Association has separately appointed two directors, the undersigned believes only 1 director is up for election. However, to the extent two additional directors are up for election, the undersigned votes for the following write-in candidates:
>
> Write-in: Jerry Johnson
>
> Write-in: Alan Feldkamp
>
> For the avoidance of doubt, all 1183.5 weeks/units held by GEVC are being cast in favor of each of the above candidates.
>
> A separate signed ballot in the form provided by the Association is attached.

(Id.) In addition, and as noted above, Mr. Jacobson also filled out and submitted the ballot form provided by the Association:



Ballots may submitted either by mail to **FHOA, ATTN: Ballot, 212 W Church Street, Mishicot, WI 54228** or placed in a designated collection box the day of the annual meeting on Saturday, April 12, 2025. *This box will be removed at the beginning of the meeting* and any ballots received by either method after this point will not be counted. **Note: Due to developer-appointed board member resignations, there will be three (3) open board seats to fill.**

Owner name (please print): GEVC Owner signature: Joseph C. Jacobson by Joseph C. Jacobson, its proxy

Only one (1) vote is allowed per week owned or one half (1/2) vote if you own only an odd year or even year. If you own more than one week, please indicate the number of votes you are giving to each person. 1,183.5 votes each

Please choose from the persons listed below or write in your choice if not listed:

☐ Richard Glomski
☐ Jerry Johnson
☒ Nick Klaseus
☐ Cyndi Gierczak
☒ Write In: (1) Jerry Johnson; (2) Alan FeldKamp ** only to the extent the Developer's appointments are disputed

(Id.) As the above notation makes clear, GEVC was only intending to vote for one director seat in light of FH Resort's appointment of two directors, and was designating the other two write-in candidates "only to the extent the Developer's appointments are disputed."

Ultimately, the Association refused to count Global's ballot on the basis that there was supposed confusion as to whom Global was actually voting for, and because Global attempted to vote 1,183.5 weeks for each of three candidates (i.e. 1,183.5 x 3), when it could only vote its 1,138.5 weeks among three candidates (i.e. 1,83.5 / 3), the ballot was deemed defective. (McKinley Aff. ¶ 2, Ex. A p. 2). Thus, Global, who owns more timeshare weeks than any other individual owner in the Association, was disenfranchised of voting at the annual meeting.[1]

ii. ***Other Members' Ballots Were Disregarded***

Global was not the only member whose ballot was arbitrarily thrown out by the Association. At the annual meeting, the Association adopted an arbitrary rule that members could only vote for as many board seats as the number of timeshare weeks owned, and if a member voted for more seats, their entire ballot was discarded. (Id. ¶¶ 100-101). Put differently, despite there being supposedly 3 director seats to be filled, if a member only owned 1 timeshare week, that member would only be allowed to vote for 1

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[1] Global has assigned its legal claims to FH Resort, empowering FH Resort to challenge this action. (Am. Counterclaim Ex. M).

director seat. Therefore, according to the Association, to be able to vote for all 3 director seats, one must own at least 3 timeshare weeks.

Despite this being wrong under the law (for reasons set forth below), the reality is that the ballot generated by the Association made very clear that there were "three open board seats to fill," and there was nothing within the ballot that made members aware of the fact that if they only had 1 week, they could only vote for 1 candidate. As a result, multiple members owning 1 timeshare week cast a ballot selecting 3 individuals. (Counterclaim ¶ 108, Ex. N). However, these ballots were deemed improper and discarded by the Association. (Jacobson Aff. ¶¶ 20-21).

Thereafter, when the results of the election were announced to those in attendance, it became clear that ballots had not been counted. For example, candidate Nick Klaseus received fewer reported votes than the number of members physically present at the meeting who claimed to have voted for him, raising serious questions about the election's integrity. (Counterclaim at ¶ 99, 109, Ex. N). The Association's ballot mishandling almost certainly altered the election outcome, as the proper counting of Global's and other members' votes would have resulted in different directors being elected. (Id. ¶ 107; Jacobson Aff. ¶ 27).

At a special meeting on May 31, 2025, the Association doubled down on its misconduct by reaffirming its refusal to honor the disregarded ballots. Further, the Association barred FH Resort, a member, from attending despite its legal right to participate in all member meetings. (Id. ¶¶ 109-110). These actions, orchestrated by directors Richard Glomski and Cyndi Giecrzak, constitute oppressive conduct that undermines the democratic process and harms FH Resort and other members, and must be remedied.

ARGUMENT

A. FH RESORT IS ENTITLED TO THE MEMBERSHIP LEDGER

Wisconsin law mandates that members of a non-stock corporation, like the Association, have the right to inspect the membership ledger under Wis. Stat. § 181.1602(1), provided they meet the requirements of Wis. Stat. § 181.1605, such as stating a proper purpose for inspection. FH Resort, as a member and developer, submitted a compliant request to inspect the ledger, satisfying all statutory prerequisites. (Counterclaim ¶¶ 111, 113; Ex. L). The Association's outright denial, without any articulated basis, violates

§ 181.1602 and triggers this Court's authority under Wis. Stat. § 181.1604 to "summarily order inspection and copying of the records demanded at the corporation's expense." *See* Wis. Stat. § 181.1604(1).

Moreover, § 181.1604(2) requires the Court to award FH Resort's costs, including reasonable attorney fees, unless the Association proves it refused inspection in good faith with a reasonable basis for doubting FH Resort's right to the records. The Association's blanket refusal, devoid of any legal or factual justification, fails to meet this good-faith standard, especially when viewed in the greater context of the Association (a) denying FH Resort's rights to appoint directors, (b) arbitrary refusal to acknowledge ballots that would have changed the outcome of the election at the annual meeting; and (c) barring FH Resort from attending a special meeting of the membership.

Ultimately, the ledger is critical for FH Resort to verify membership and voting rights, particularly in light of the Association's suspect election practices. The Court should compel immediate production of the ledger and award FH Resort's costs and fees to deter further obstruction.

B. THE EXISTING BOARD IS NOT PROPERLY CONSTITUTED

i. FH Resort is Allowed to Appoint Directors

The Association's Bylaws provide that:

> 4.3 Election and Term of Directors. Subject to the limitations set forth herein, Developer, its successors and assigns, shall have the right, at its option, to appoint and remove the directors of the Association and to exercise the powers and responsibilities otherwise assigned by the Declaration/Time-Share Instrument, the Act, or the By-Laws to the Association and its directors. All present and future Owners and mortgagees of Time-Share Estates shall be deemed, by acceptance of any deed or execution of a land contract or mortgage on any Time-Share Estate or by the act of occupancy of a Time-Share Estate agree, approve and consent to the right of Developer to so control the Association. Notwithstanding the preceding, after the conveyance of fifteen percent (15%) of all then constructed Time-Share Estates, the Association shall hold a meeting and the Owners, other than the Developer, shall elect at least one-third (⅓) of the directors of the Board of Directors. Further notwithstanding the preceding, two (2) of the five (5) directors shall always be elected by Owners other than the Developer. Owners other than the Developer may elect no less than a majority of the members of the Board of Directors when the first of any of the following occurs:
>
> (a) Three (3) years after fifty percent (50%) of the Time-Share Estates in a Property have been conveyed to purchasers.
>
> (b) Three (3) months after ninety percent (90%) of the Time-Share Estates in a Property have been conveyed to purchasers.

The Association has taken the position that FH Resort has no authority to appoint 2 directors on the basis that the Declaration and Bylaws violate Wisconsin's condominium statute, stating:

> *What was submitted (copy attached) was the appointment of two directors by your client as the alleged developer. From our prior correspondence, you know that we don't believe that is allowed under 703.15(2)(c) which provides in relevant part "A Declaration may not authorize **any declarant control** of the association for a period exceeding the earlier of " 10 years if expandable or 3 years. (emphasis added) Placing onto the Board 2 of the 5 directors is certainly exercising some "declarant control," when the statute is clear that none is allowed.*

(McKinley Aff. ¶ 2, Ex. A p. 2).

The Association relies upon Wis. Stat. § 703.15(2)(c), which governs condominiums and does have some applicability to the Association. However, the Court is not presented with a traditional condominium. Instead, we are dealing with a *timeshare* condominium. Though Chapter 703 (condominiums) does have applicability to this project, timeshares are separately governed by Ch. 707, which has slightly different rules with respect to developer control. Specifically, § 707.30(4) provides that a developer may appoint board members as long as it is not a *majority* of the board of directors:

> **(4)** BOARD OF DIRECTORS. (a) All powers of the association under sub. (5) shall be exercised by and under the authority of, and the business and affairs of the association shall be conducted by, a board of directors elected in accordance with pars. (b) to (d).
>
> (b) The developer or persons designated by the developer may appoint or remove the members of the association's board of directors, except as provided in par. (c).
>
> (c) 1. Time-share owners other than the developer may elect no less than one-third of the members of the board of directors of the association when time-share owners other than the developer own 15 percent or more of the time shares in a time-share property.
>
> 2. Time-share owners other than the developer may elect no less than a majority of the members of the board of directors of an association when the first of any of the following occurs:
>
> a. Three years after 50 percent of the time shares in a time-share property have been conveyed to purchasers.
>
> b. Three months after 90 percent of the time shares in a time-share property have been conveyed to purchasers.
>
> c. All of the time shares that will ultimately be operated by the association have been completed, some of them have been conveyed to purchasers, and none of the others is being offered for sale by the developer in the ordinary course of business.
>
> d. Some of the time shares have been conveyed to purchasers and none of the others is being constructed or offered for sale by the developer in the ordinary course of business.
>
> 3. The developer or persons designated by the developer may not remove any member of the board of directors who was elected by the time-share owners.

There is no limit to the period of time that a developer can appoint directors under Ch. 707. Instead, the statute simply states that (eventually) a *majority* of the directors must be elected by the Owners. Here, FH Resort is only seeking to appoint 2 out of 5 directors, which is wholly compliant with the statute.[2] Thus, there is **zero** legal basis for the Association to bar FH Resort's appointment of 2 directors, and as such, the appointments should be honored immediately, and FH Resort's rights restored.

ii. The Association Improperly Disregarded Global's Proxy/Ballot

Global, a major timeshare owner with 1183.5 timeshare weeks, executed a valid proxy authorizing Michael Jacobson to vote its weeks for Nick Klaseus and, if necessary, write-in candidates. (Counterclaim ¶¶ 102-104; Ex. K). The Association's refusal to count Global's ballot is unsupported by the Bylaws, Declaration, or Wisconsin law, which recognizes the validity of proxies in corporate governance.

First, Global's ballot made very clear it intended to vote for only one candidate: Nick Klaseus. (Am. Counterclaim Ex. K). It stated this because it (properly) believed that FH Resort had separately appointed 2 director positions, thereby leaving only 1 position to fill. Thus, had the Association properly honored FH Resort's appointment, Global's ballot would not have "violated" the Association's ad hoc voting rules, even if those rules were proper, because Global was casting all of its timeshare weeks in favor of only one candidate: Mr. Klaseus. As such, the Court should conclude that even under the Association's "one week one seat" rule, Mr. Klaseus properly received 1183.5 votes at the annual meeting.

However, even assuming FH Resort is not permitted to appoint directors, Global separately and conditionally provided 2 write-in candidates to fill these 2 seats as well. And, for the reasons articulated in the next section, Global's votes for these two write-in candidates should be counted (if necessary) because the Association's "one week one seat" policy is completely illegal.

In sum, the exclusion of Global's 1183.5 votes, representing a significant portion of the Association's voting power, likely altered the election outcome, as the entity with the next-highest number of timeshare weeks owns substantially less than Global. Such arbitrary action violates the Association's

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[2] To avoid any doubt, §707.09 makes clear that if there is a conflict between Ch. 703 and Ch. 707, the provisions of *Ch. 707* prevails.

duty to conduct fair elections and undermines the democratic process afforded to all members. Accordingly, the Court should order the Association to recognize Global's ballot in any recount or new election.

iii. The Association Improperly Disregarded Others' Ballots

The Association's decision to discard entire ballots from members who voted for more board seats than the number of timeshare weeks owned is arbitrary, oppressive, and contrary to Wisconsin law governing voting rights in non-stock corporations. Wisconsin law establishes that members of Chapter 181 non-stock corporations have voting rights analogous to shareholders under Chapter 180, particularly in the election of directors. *See* ***Ewer v. Lake Arrowhead Ass'n***, 2012 WI App 64, ¶ 24, 342 Wis. 2d 194, 817 N.W.2d 465 (recognizing parallels between Chapter 180 and Chapter 181 governance principles). Under Wis. Stat. § 180.0725(1), "each member is entitled to one vote on each matter voted on by the members." In a for-profit corporation, each share in a stock corporation is entitled to one vote per director position unless the articles of incorporation provide otherwise. *See* ***Driver v. Driver***, 119 Wis. 2d 65, 70, 349 N.W.2d 97 (Ct. App. 1984). By analogy, a member of a Chapter 181 corporation with one vote (e.g., one timeshare week) should be entitled to cast one vote for ***each*** open director position, absent restrictions in the bylaws or articles of incorporation. *See* ***Lee v. Milwaukee Shell Corp.***, 100 Wis. 2d 742, 303 N.W.2d 112 (1981) (noting that bylaws govern director elections unless silent, in which case statutory defaults apply).

The Association's Bylaws and Declaration are silent on limiting votes to the number of timeshare weeks for multiple director positions, nor do they authorize discarding entire ballots for over-voting. (Counterclaim ¶¶ 19, 85; Ex. E). Thus, the statutory default rule applies, allowing members to cast a vote per director position - here, three votes: one for each open seat. *See* Wis. Stat. § 181.0720(2) (directors elected as provided in bylaws or by statute). The Association's arbitrary rule contravenes this principle and lacks any basis in the governing documents or Chapter 181.

By discarding entire ballots rather than counting valid votes, the Association violated members' voting rights and tainted the election's integrity. As such, either the Association must do a re-count, incorporating all disregarded ballots, or a new election must be held.

C. Injunctive Relief is Appropriate

i. The Elements for an Injunction are Met

In Wisconsin, injunctive relief requires: (1) a reasonable probability of success on the merits; (2) lack of an adequate remedy at law; (3) irreparable harm absent an injunction; and (4) necessity to preserve the status quo. ***Gahl v. Aurora Health Care***, 2023 WI 35, ¶ 17, 407 Wis. 2d 295, 990 N.W.2d 222; ***Pure Milk Prods. Co-op. v. Nat'l Farmers Org.***, 90 Wis. 2d 781, 800, 280 N.W.2d 691 (1979). FH Resort satisfies each element, justifying both a prohibitory injunction to halt the current board's actions, and an affirmative injunction to restore lawful governance.

First, FH Resort is likely to succeed on its claims that the Association breached the Bylaws (§ 4.3) and Declaration (§ 5.4) by rejecting FH Resort's director appointments, and acted arbitrarily and oppressively by disregarding valid ballots and barring FH Resort from meetings. The rejection of FH Resort's director appointments violates clear contractual rights under the Bylaws and Declaration, rendering the election for those seats void. The Association's ballot mishandling, including discarding Global's ballot and other members' votes, violates voting rights under Chapter 181, analogous to Chapter 180 protections. In ***Gahl v. Aurora Health Care***, 2023 WI 35, ¶ 20, the court granted injunctive relief where petitioners showed a likelihood of success on claims that a health order exceeded statutory authority. Similarly, FH Resort's claims rest on clear statutory and contractual violations, establishing a strong probability of success.

Next, no legal remedy, such as monetary damages, can restore FH Resort's governance rights, ensure fair elections, or undo decisions by an illegitimate board. The Association's actions threaten FH Resort's ability to participate in governance and protect its substantial financial interests, including a $1.6 million debt owed by the Association. Only injunctive relief can restore FH Resort's right to appoint directors and ensure a lawful board. *Contra* ***Kuntz v. Werner Flying Serv.***, 257 Wis. 405, 410, 43 N.W.2d 476 (1950) (denying injunction where damages could compensate injury).

Further, the Association's ongoing misconduct - rejecting its director appointments, disregarding ballots, and barring FH Resort from attending meetings of the Association's members - inflicts irreparable harm by disenfranchising FH Resort and allowing an unlawful board to make binding decisions. This harm is significant and ongoing, as the improper board's actions cannot be undone retroactively. In ***Bostco LLC v. Milwaukee Metro. Sewerage Dist.***, 2013 WI 78, ¶ 56, 350 Wis. 2d 554, 835 N.W.2d 160, the court emphasized that injunctions are intended to prevent harm not compensable by damages. FH Resort faces such harm, as the loss of governance rights and the risk of unauthorized board actions threaten its legal and financial interests.

Lastly, a preliminary injunction is necessary to maintain the status quo pending resolution of this litigation, ensuring that the Association's governance remains lawful and no party gains an unfair advantage. In ***Gahl v. Aurora Health Care***, 2023 WI 35, ¶ 18, the court issued a temporary injunction to preserve the status quo while legal challenges to a health order were resolved. Here, the status quo is the governance structure mandated by the Bylaws and Declaration, including FH Resort's right to appoint two directors and members' rights to fair elections, which it has done for *decades* leading up to this litigation. Allowing the current board to act risks further entrenching an illegitimate governance structure, prejudicing FH Resort and other members. A prohibitory injunction barring the board from binding actions and an affirmative injunction installing FH Resort's appointees and correcting the election preserve the status quo.

ii. The Court Should Grant the Following Relief

The Association's refusal to recognize FH Resort's April 11, 2025, director appointments violates the Bylaws and Declaration, rendering the election of directors to those seats void. The Court should therefore order the immediate removal of the directors elected to FH Resort's appointed seats and install FH Resort's appointees, as required by the governing documents. This remedy is necessary to restore FH Resort's contractual rights and prevent further harm from an improperly constituted board.

As for the third board seat, which was filled through the tainted April 2025 election, this seat is invalid due to the Association's improper rejection of Global's and other members' ballots. The Court should vacate this seat and order one of two remedies: (a) a recount of all valid ballots cast at the April election, including Global's, to determine the rightful winner (likely Nick Klaseus, given his in-person support and Global's votes); or (b) order a new election for the seat, conducted under court supervision to ensure compliance with the Bylaws and Wisconsin law. Alternatively, if the Court finds the Association's governance too dysfunctional to conduct a fair election, it should appoint a temporary receiver to manage the Association's affairs until a proper board is installed.

CONCLUSION

For the foregoing reasons, FH Resort respectfully urges this Court to grant its motion to compel production of the membership ledger and for injunctive relief. The Association's refusal to provide the ledger violates Wis. Stat. § 181.1602, obstructing FH Resort's ability to verify voting rights and ensure transparent governance. Further, its rejection of FH Resort's contractual right to appoint two directors under the Bylaws (§ 4.3) and Declaration (§ 5.4), coupled with the arbitrary exclusion of valid ballots, including Global's 1183.5 votes, has resulted in an unlawfully constituted board that threatens ongoing harm to FH Resort and other members. These actions, compounded by barring FH Resort from the May 31, 2025, meeting, constitute oppressive conduct that demands immediate judicial intervention. FH Resort has demonstrated a clear probability of success on its claims, irreparable harm absent relief, no adequate remedy at law, and the necessity to preserve the status quo.

Accordingly, the Court should: (1) compel production of the membership ledger and award FH Resort's costs and attorney fees under Wis. Stat. § 181.1604; (2) issue a preliminary injunction prohibiting the current board from taking binding actions; (3) remove directors elected to FH Resort's appointed seats and install FH Resort's appointees; (4) vacate the third board seat and order either a recount of valid ballots or a new election under court supervision, or appoint a temporary receiver to manage the Association until lawful governance is restored; and (5) grant such other relief as is just and equitable.

By granting this relief, the Court will uphold the rule of law, protect FH Resort's and members' governance rights, and prevent further harm from an illegitimate board's actions.

Dated this 23rd day of June, 2025.

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