

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS  
CIVIL DEPARTMENT**

Ms. Bethany King, )  
Plaintiff, )  
v )  
Mr. Alexander Payne, )  
Defendant )  
Milburn Fields Home Owners )  
Association Board, )  
Co-Defendant )  
Ms. Terra Cipra Herzog, )  
Co-Defendant )  
Mr. Justin Wetterer, )  
Co-Defendant )  
Ms. Janet Schwert )  
Co-Defendant )  
Ms. Lauren Wiedt, )  
Co-Defendant )  
Ms. Sarah Hendrix Enderle, )  
Co-Defendant )  
Ms. Traci Higbee, )  
Co-Defendant )  
Mr. Trenton Sorensen )  
Co-Defendant )

Case No. 23CV4246

Pursuant to K.S.A. Chapter 60

**PLAINTIFF'S PETITION TO ENFORCE RELEASE AND SETTLEMENT  
AGREEMENT**

COMES NOW, Plaintiff Ms. Bethany King, hereby files this Petition to Enforce Release and Settlement Agreement upon the above-named Defendants. A copy of the agreement is attached. The grounds for the Petition are as follows:

1. The Plaintiff, Ms Bethany King, filed a Petition for Injunctive Relief Case Number 23CV00132 against the Defendants due to their failure to comply with State laws and Milburn Fields HOA governing documents.

2. On or abouts May 16, 2023, the parties held a mediation where a written Release and settlement(sic) Agreement “the Agreement” was ultimately reached and executed by both parties on June 5, 2023. *See Attached Exhibit 1.*
3. Per the Agreement, “The terms and conditions of this Agreement shall be governed by the law of the State of Kansas in effect at the time of the execution of this Agreement; and in the event of a dispute, any litigation relate to the interpretation, construction, and/or enforcement of this Agreement shall be in a court of competent jurisdiction in the State of Kansas.”
4. Per the Agreement, “CLAIMANT and Payers each further agree to refrain from participating in any disparagement, defamation, libel, or slander of the other parties.”
5. On June 5, 2023 Ms King communicated to the Milburn Fields HOA the multiple events of discrimination and harassment committed against her by the Defendants as alleged in the ongoing HUD and Kansas Human Rights Commission investigations, and Ms King announced a Petition called by homeowners to vote for the removal of Defendant Mr. Payne from the office of President of Milburn Fields HOA. All actions are conducted within Ms King’s rights as a member of the Milburn Fields HOA and protections under 42 CFR 36 et al. In the process of conducting business pursuant to her contract with Milburn Fields HOA, Mr. Payne committed libel against Ms King by stating, “These are lies.” And “I categorically deny all of the allegations.” The allegations against Mr. Payne have been accepted by HUD and the State, are direct

evidence taken from Mr. Payne's personal writings to Ms King, or are photos of Mr. Payne actively committing acts against Ms King, all of which Mr. Payne is woefully aware of. To state the allegations he knows to be true as 'lies' is defamatory and interferes with the contractual relationship Ms King has with the members of the Milburn Fields HOA.

6. On June 6, 2023, Defendant Ms Hendrix wrote to the association that Ms King was NOT involved in an armed robbery that Ms King states she was involved in. Ms Hendrix states, "The 'armed robbery' was not a robbery of Bethany [Ms King], no weapon was used to threaten anyone, but instead was a reference to a work van further down Conser." Other than the robber and Ms King, no other individuals were present at the time of the robbery, and the robber has not yet been identified. Unless Ms Hendrix is suggesting she was the robber, she is willfully making a false statement about the events. The latter of which is defamatory to Ms King's reputation and character.
7. On June 30, 2023, Defendant Terra Cipra Herzog used her privileged knowledge of the records pertaining to the private property of Ms King, to expose to the association at large, an alleged legal action taken by/against Ms. King's property. Ms Herzog publicly responded to a member asking who made the complaints to the Kansas Human Rights Commission and HUD, "The same individual who filed the lawsuit, and the basis is discrimination". She then goes on to say, "I'm aware that in 2019, when you were a board president, you had a similar situation regarding this individual... The legal situation occurred in Feb

2019... We have all the records of the incident needed". Ms Herzog identifies "this individual" as Ms King, and further describes that "this individual" had a legal situation in Feb 2019 similar to the ones occurring now, and she has the records to prove it. There are no legal actions taken by/against Ms King in Feb 2019. Ms Herzog made false and defamatory claims about Ms King's legal history to the members of the Milburn Fields HOA.

8. On July 26, 2023, Ms Herzog, Ms Schwert, Ms Hendrix, Ms Higbee, and Mr. Wetterer committed libel against Ms King by mailing a letter to HOA members stating there is no evidence to support Ms King's claims. These Defendants are in possession of most of the evidence in fact. The remaining evidence is in possession of Defendant Mr. Payne. In this letter, Defendants deny "any evidence", accuse Ms King of "spreading misinformation", and make false accusations. They use hearsay and logical fallacies to create a storyline that is neither true nor logistically accurate, but does defame Ms King.
9. Per the Agreement, "CLAIMANT and PAYERS agree to keep the terms and conditions of this Release and settlement agreement strictly confidential."
10. On June 6, 2023 A member of the Milburn Fields HOA requests Mr. Payne to respond to the allegations brought against him. Mr Payne communicated to members, "As part of the mediation agreement, no one is supposed to be discussing the terms or specifics." Which in of itself exposes the Agreement terms and conditions.
11. On June 29<sup>th</sup>, 2023, Ms Herzog wrote to the association, "As a result of the

resolution [the Agreement], no judgements, fines, attorney fees, court costs, etc, will ever be passed on towards homeowners.”

12. On July 17, 2023 a member stated to Ms King, “Alex came by and showed me the evidence of you breaking the mediation agreement.” Mr. Payne has violated the Agreement by speaking directly to individuals about alleged evidence and how it violates the Agreement, whereby disclosing its contents.

13. On July 26, 2023, Ms Herzog, Ms Schwert, Ms Hendrix, Ms Higbee, and Mr. Wetterer disclosed the terms of the Agreement by mailing a letter to homeowners stating, “Social media is not required by law and closing the group [Milburn Fields Families Facebook Page] does not violate the mediation terms.” The Defendants again violate the mediation terms by discussing its contents with the association at large.

14. Per the Agreement, “And further agree to refrain from any tortious interference with contracts or relationships of the other parties.”

15. On June 23<sup>rd</sup>, 2023, Defendants mailed a letter to homeowners stating they were delaying calling a rightfully petitioned meeting until “after the federal and state complaints have been fully decided”. They further expand with “It is our opinion...” as the basis for this decision. Defendants further offer that anyone who signed the Petition may email the Board and Petitioner to remove their name from the Petition.

16. These are both tortious interferences with contracts of Ms. King in her membership and rights within the Milburn Fields HOA. A meeting called by the

homeowners is just that, not justifying a bad faith delay that increases the risk of financial liability to the homeowners, which is the basis for the Petition - removing Mr. Payne from office for his direct involvement in the high-risk behaviors he engages the HOA in. Soliciting petitioners to remove their signatures in a defamatory letter without calling the meeting is a tortious interference with Ms. King's contract as a member of Milburn Fields HOA in the exercise of her rights within.

17. Per the Agreement, "Restoring CLAIMANT's full access to the Milburn Fields Families group on Facebook, with content monitoring of the Facebook page to be handled by Facebook only."

18. On July 10, 2023 Mr. Payne withheld Ms King's right to the Milburn Fields Families Facebook page and Mr. Payne assumed content monitoring duties.

19. As a result of their defamation of character, libel, slander, and combined breaches of the other points of the Agreement, Defendants have exposed Ms King to public hatred, contempt and ridicule, as well as, deprived Ms King of the benefit of public confidence, social acceptance evidenced by neighbors sending derogatory messages and committing physical and verbal harassment against Ms King. Defendants have further interfered with Ms King's contracts and relationships in attempting to sway the outcome of the Petition scheduled for Aug 22, 2023, as the Defendants have violated this Agreement by disparaging Ms King's character which directly impacts the information guiding members of the Milburn Fields HOA in the vote .

20. Defendants agreed that “All remedies at law or in equity shall be available for enforcement of this Agreement.”

21. Regrettably, due to the Defendants’ multiple breaches of the Agreement and refusal to respond to demands to cease and desist, the undersigned has no other remedy at law than to file the current Petition to Enforce Release and Settlement Agreement.

The Plaintiff respectfully requests that the Court enter the following Orders:

1. Defendants will immediately restore the Milburn Fields Families Facebook Page and Ms King’s access as stated in the Agreement.
2. Defendants will discontinue monitoring content and return to allowing Facebook to monitor content. Defendants shall not violate the intent of the Agreement by sabotaging the page or otherwise damaging its contents or the intent to allow Ms King restored access to communicate with the members of the association as its tenure has allowed since 2016.
3. Defendants shall make a written public statement to the association apologizing for spreading false information about Ms. King’s personnel file and legal history, for disclosing multiple terms of the Agreement, for making false claims to innocence, and for making defamatory statements suggesting Ms King was lying about the allegations. This apology shall be delivered in accordance with the Milburn Fields Bylaws and State Laws for commencing notice.
4. Defendants shall make no further comments regarding the terms and agreements of the Agreement.

5. Defendants shall invalidate all rescinded signature requests from the Petition to call a meeting submitted on June 5, 2023.
6. Defendants shall discontinue all tortious interferences of Ms King's contracts and relationships and shall discontinue all disparagement, defamatory, libel, and slander of Ms King.
7. Due to the irreparable harm done by the violations of the Defendants, Defendants will immediately be replaced by an HOA Management Company to take over the business of the association until all board members have completed the K-State HOA Board Leadership Training program or approved equivalent Homeowners Association Board Member training program to ensure the Defendants are educated to the level required of their role and have capacity to uphold the Agreement to prevent future damages against Ms King.
8. Defendants shall pay Ms King \$3350 for all legal costs and personal costs associated with loss of access to Milburn Fields Families Facebook Page.
9. Defendants shall complete all Court orders prior to Aug 22, 2023. If Defendants fail to complete all Court orders prior to that date, and the agenda of the Petition to remove Mr Payne from the Milburn Fields HOA Board is not successful, Defendant Mr. Payne shall step down as President until such time as a rescheduled meeting shall be held after Defendants complete all Court orders.
10. All other remedies that the Court sees fit and just.



I, Bethany King, hereby swear that, to the best of my knowledge and belief, the forgoing claims asserted against the Defendants, are just and true statements.

Respectfully Submitted,

 Recoverable Signature

**X** Bethany King

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Bethany King

Plaintiff

Signed by: f8e9df21-e3df-4760-8afb-d7b83c482379

Bethany King

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