IN THE SUPREME COURT OF THE STATE OF MONTANA

Supreme Court Cause No. DA 24-0371

IN RE THE MARRIAGE OF:

JENNY LYNN CALDWELL,

Petitioner/Appellee,

and

BRANDON JAMES CALDWELL,

Respondent/Appellant.

REPLY BRIEF OF APPELLANT

On Appeal from the Montana Eighth Judicial District Court, Cascade County
Before the Honorable John W. Parker

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I. Appellee concedes that the District Court Erred by Failing to Issue a Final Parenting Plan.

The parties agree that Mont. Code Ann. § 40-4-234(1) requires the District Court to issue a final parenting plan with every dissolution decree, and that the District Court's failure to do so constitutes reversible error. Appellee concedes that the District Court erred by failing to issue a final parenting plan. While the parties agree that the District Court erred by failing to issue a final parenting plan, they disagree on the appropriate relief to be granted.

As both parties acknowledge, this case has dragged on for nearly four years with multiple "final" hearings and no resolution to the parenting issues. The unique procedural history of this case reinforces the need for a prompt resolution. The District Court's reference to an unidentified "interim plan" in its decree falls far short of the statutory requirements and leaves the children and parents without necessary guidance and structure.

Appellee suggests this matter is "highly contentious, mostly due to Brandon's behavior." (Appellee's Br. at 13.) The characterization is immaterial to the legal requirement for a final parenting plan and simply an attempt to relitigate irrelevant factual disputes. The District Court's findings regarding these disputed behaviors have no bearing on its statutory obligation to issue a final plan.

Regardless of the contentious nature of the litigation, it was the District Court that bore full responsibility for managing the procedural timeline of this case. The District Court exercised complete control over when hearings were scheduled, continued, vacated, and rescheduled – a process that unnecessarily stretched across multiple years. While disagreements between parties are expected in divorce proceedings, the extraordinary delays in this case stemmed from the Court's management decisions, not from the parties' actions. A summarized timeline is as follows:

- **October 15, 2020**: Jenny filed for dissolution of marriage in Cascade County District Court.
- **December 7, 2020**: District Court issued *Ex Parte* Interim Parenting Plan and Order Setting Hearing, placing children in Jenny's primary care with Brandon having alternating weekend parenting time.
- **December 18, 2020**: Hearing held; court ordered *Ex Parte* Interim Parenting Plan to remain in place and instructed Jenny's counsel to file a proposed order.
- **February 1, 2021**: Hearing on Interim Parenting; District Court issued Findings of Fact, Conclusions of Law and Order Setting Interim Parenting Plan Hearing.
- **February 4, 2021**: District Court issued another interim plan, maintaining the residential schedule from December 7, 2020, denied motion to appoint guardian ad litem, and instructed Brandon to participate in treatment program with Dr. Robert Page.
- **March 4, 2021**: Status hearing held; Brandon presented additional witness testimony; hearing continued to April 19 due to technical issues.
- **March 26, 2021**: Continued hearing held (despite being scheduled for April 19); additional witness testimony presented.

- **April 19, 2021**: Additional scheduling hearing held (not recorded).
- **April 23, 2021**: District Court issued Scheduling Order.
- **April 28, 2021**: Parties executed Property Settlement Agreement resolving issues related to marital estate.
- **June 24, 2021**: First "Final Hearing" held; Court addressed discovery dispute rather than final parenting or property issues.
- **August 6, 2021**: District Court issued Order disposing of discovery dispute and setting final hearing for August 9; Court specifically held that parties were bound by the Property Settlement Agreement.
- **August 9, 2021**: Instead of final hearing, District Court held "off-the-record scheduling conference."
- **August 30, 2021**: Another "final hearing" held; parties presented testimony and evidence; Court directed parties to file proposed Findings of Fact, Conclusions of Law, Decrees, and Parenting Plans.
- **November 24, 2021**: Jenny filed Petition for Temporary Order of Protection; District Court issued Temporary Order of Protection same day, modifying the Interim Parenting Plan.
- **December 16, 2021**: Hearing on Order of Protection; District Court quashed the Order of Protection.
- **April 22, 2022**: Brandon's counsel filed Notice and Reminder alerting District Court that parties were still awaiting decision on parenting.
- **July 7, 2022**: Brandon's counsel filed another Notice and Reminder.
- **August 16, 2022**: Jenny filed Motion for Additional Appraisal of Real Property.
- **October 17, 2022**: Brandon filed motion seeking additional parenting time, noting it had been nearly two years since Interim Parenting Plan was issued.
- **December 19, 2022**: Hearing on Brandon's Motion for Additional Parenting Time and Jenny's Motion for Additional Appraisal; Court indicated need for another hearing.

- **December 22, 2022**: Court issued Order setting matter for another hearing and granting Brandon additional parenting time.
- **February 10, 2023**: Hearing held; real estate appraiser Joe Seipel testified; parties presented arguments regarding additional appraisal.
- **February 16, 2023**: District Court issued Order Granting Additional Parenting Time to Brandon.
- **May 22, 2023**: Status hearing held; Brandon asked for more parenting time.
- **June 1, 2023**: Court issued Scheduling Order for "outstanding matters to be resolved."
- **September 5, 2023**: Status hearing held; parties discussed timeline for completing appraisals.
- **September 12, 2023**: Court issued Order requiring parties to confer with Zachary Gregoire to supply list of proposed appraisers.
- **September 28, 2023**: Another "final hearing" held; Court informed appraisal was not completed; witness testimony and evidence presented.
- **October 2, 2023**: Court issued Order setting "final continuation hearing" for October 10.
- **October 16, 2023**: Court issued Order setting hearing for December 5.
- **December 5, 2023**: Additional final hearing held; appraisal still not completed; additional testimony offered related to parenting issues; Court required parties to submit post-hearing information and declined to set additional hearings.
- **December 21, 2023**: Deadline for parties to submit findings of fact, conclusions of law, and proposed orders.
- **March 14, 2024**: District Court issued Findings of Fact, Conclusions of Law and Decree of Dissolution, but failed to include or attach a Final Parenting Plan.

This timeline represents an extraordinarily protracted and convoluted legal proceeding. What should have been a straightforward dissolution became a marathon spanning nearly four years with no proper resolution. The case is marked

by at least two dozen separate hearings or status conferences, multiple "final hearings" that were not actually final, a Property Settlement Agreement executed in April 2021 that was still being disputed over a year later, nearly two years of operating under an "interim" parenting plan with no holiday or vacation provisions, repeated notices and reminders from Brandon's counsel that decisions were pending, and the failure of the District Court to attach or file a Final Parenting Plan even when issuing the final decree in March 2024.

This timeline demonstrates a judicial process that failed both parties through delays, inconsistent scheduling, and ultimately an incomplete resolution. The District Court's inability to conclude the matter in a timely manner resulted in years of uncertainty for the family, particularly the children, who remained in limbo regarding their permanent parenting arrangements. Even after four years of proceedings, the case ended with Brandon having to file an additional motion that was ultimately denied by operation of law, leaving critical parenting issues unresolved.

Appellant asks this Court to remand with specific instructions directing the District Court to promptly issue a comprehensive final parenting plan that complies with all statutory requirements under Mont. Code Ann. § 40-4-234. Given the significant delays that have already occurred, a specific timeline for this action would be appropriate.

However, doing as Appellee suggests, issuing a parenting plan based on testimony that is now over two years old presents significant concerns. The parties have not been meaningfully heard on parenting issues since approximately December 2022. Since then, the children have matured significantly, and their needs have evolved. Moreover, it defies logic that the District Court could maintain a precise recollection of testimony from hearings conducted years ago, particularly given the nuanced nature of parenting considerations. A parenting plan issued at this juncture, without timely testimony accounting for the children's current circumstances, would lack a factual foundation and risk being inherently arbitrary.

The appropriate relief is to remand for a new hearing on parenting. Only through updated testimony can the court accurately assess the children's current circumstances, developmental stages, and needs, as well as the parties' present ability to meet those needs. This would ensure that any parenting plan ordered is grounded in current facts rather than outdated testimony, thereby serving the children's best interests while providing both parties a meaningful opportunity to be heard on these critical issues.

II. The District Court Abused its Discretion by Ordering an Additional Appraisal.

The District Court erred in ordering an additional appraisal and its ruling should be reversed. Appellee's contention that the District Court properly ordered a

second appraisal attempts to circumvent the plain language of the parties' Property Settlement Agreement.

The PSA unambiguously stated that the parties would "agree on an appraiser" and "equally split the costs associated therewith." (Opening Br. App. B, at 11.) After the appraised value was determined, the property would either be sold or Brandon could "buy out Jenny's half of the property." (*Id*.) The PSA contained no contingencies for disputed appraisals or provisions permitting either party to seek a second appraisal if dissatisfied.

Instead of addressing the PSA's clear language, Appellee recasts the argument as one about equity and the appraisal's accuracy. But Appellee misses the fundamental point: the parties contractually agreed to be bound by a single, jointly selected appraisal. As this Court has repeatedly held, property settlement agreements are contracts, governed by contract law principles. *In re Marriage of Mease,* 2004 MT 59, ¶ 20, 320 Mont. 229, 92 P.3d 1148. The District Court's Order for a second appraisal effectively rewrote this contractual term.

Appellee attempts to distinguish between "material" and "non-material" terms of the PSA, claiming the appraiser selection clause was merely "incidental" to the purpose of the agreement. (Appellee's Br. at 19.) The appraisal methodology was an essential element of the property division mechanism, not a mere procedural detail. More importantly, Appellee fails to acknowledge that she expressly agreed to the

Seipel appraisal. She paid half the fee for Seipel's services, as required by the PSA, and participated in the appraisal process without objection. (Opening Br. at 7.) Only after receiving an appraisal she considered unfavorable did she seek to set aside this contractual obligation.

Appellee's argument that "in practice, an erroneous appraisal resulted in Brandon receiving a windfall" (Appellee's Br. at 12) presupposes the very conclusion at issue: that the Seipel appraisal was erroneous. The district court made no findings that Seipel's methodology was flawed or unprofessional. Instead, it simply presumed error based on Appellee's unsupported assertion that property values should have increased more significantly. This falls far short of the high standard required to set aside a valid contract term.

Moreover, Appellee's attempt to portray the PSA as creating an "unconscionable" result misrepresents the statutory standard. Mont. Code Ann. § 40-4-201(2) specifically provides "in a proceeding for dissolution of marriage or for legal separation, the terms of the separation agreement, except those providing for the support, parenting, and parental contact with children, *are binding upon the court unless it finds, after considering the economic circumstances of the parties and any other relevant evidence produced by the parties*, on their own motion or on request of the court, that the separation agreement is unconscionable." (emphasis added).

This Court has held:

> By section 40-4-201(2), district courts must abide by the terms of a property settlement agreement unless its terms are unconscionable. This statute has a dual purpose. First, it expresses a clear policy encouraging property settlement agreements. Obviously, a property settlement agreement would be useless if the courts were free to set them aside whenever the mood struck. Under the statute, the property settlement decree must be approved unless the District Court finds it to be unconscionable. The second purpose has the goal of finality. A property settlement agreement would also be useless if the courts were free to set them aside at any time simply on the motion and allegation of one of the parties that the property settlement agreement merged with the decree is unconscionable.

Hadford v. Hadford, 194 Mont. 518, 524, 633 P.2d 1181 (1981).

In the present action, the District Court made no factual findings regarding the parties' economic circumstances or how the property division would create economic hardship for Appellee. Rather, the District Court specifically found that "the division of property *is* equitable under § 40-4-202" (emphasis added).

The District Court's reliance on Mont. Code Ann. § 40-4-202 to justify the second appraisal is equally misplaced. Once parties have reached a property settlement agreement that divides their assets – which this PSA indisputably did – the trial court's role is limited to determining whether the agreement is unconscionable, not substituting its own judgment for that of the parties.

Appellee claims the Seipel appraisal created a "substantially inequitable" result, but this argument conflates market fluctuations with unconscionability.

Markets, including housing markets, naturally fluctuate. The parties accounted for this possibility by agreeing to a professional appraisal at a specific point in time. That the market may have changed after their agreement does not render the agreement unconscionable.

The facts here are straightforward: the parties agreed to be bound by a single appraisal, selected Seipel as their appraiser, participated in the appraisal process, and received a completed appraisal. Appellee's subsequent dissatisfaction with the outcome does not justify judicial intervention to rewrite their agreement. Appellee's attempt to justify the District Court's action on unconscionability grounds fails both factually and legally. The District Court made no finding that the PSA met this exacting standard. Instead, it simply concluded that "if this home is undervalued by 100 to 200,000 dollars that will not be an equitable result." (Appellee's Br., App. C.) This speculative reasoning lacks the factual specificity required for a finding of unconscionability. The District Court failed to evaluate the PSA in its entirety, ignored the numerous assets it distributed, and made no findings about the parties' relative economic circumstances.

Appellee relies heavily on *In re Marriage of Simpson*, 2018 MT 281, 393 Mont. 340, 430 P.3d 999, but that case is readily distinguishable. In *Simpson*, the husband sought modification of a maintenance obligation after experiencing financial hardship from the 2008 financial crisis—events that involved "extreme and

unanticipated" circumstances affecting his ability to meet obligations. No such extraordinary circumstances exist here. Property value fluctuations are an ordinary market phenomenon, not the kind of unforeseeable catastrophe at issue in *Simpson.*

Further, *Simpson* involved modification of a spousal maintenance obligation, invoking entirely different statutory language, Mont. Code Ann. § 40-4-208(2)(b). The *Simpson* Court specifically noted that "subject to limited exceptions not applicable here, maintenance agreements may only be modified "upon a showing of changed circumstances so substantial and continuing as to make the terms unconscionable." *Id*.,¶ 15 (quoting Mont. Code Ann. §40-4-208(2)(b).

Appellee's alternative argument that the District Court properly "reformed" rather than "modified" the PSA fares no better. Reformation is a distinct equitable remedy limited to correcting mistakes or fraud that prevented a contract from expressing the parties' true intentions. Mont. Code Ann. § 28-2-1611. Regardless of the fact that the District Court made no mention of § 28-2-1611 in its Decree, no such mistake or fraud existed here.

In *Estate of Irvine v. Oaas,* this Court made clear that "the mutual intent of the parties serves as the standard from which the instrument may be reformed." *Estate of Irvine v. Oaas,* 2013 MT 271, ¶ 14, 372 Mont. 49, 309 P.3d 986 (quoting *Sullivan v. Marsh,* 124 Mont. 415, 422, 225 P.2d 868, 872 (1950)). The *Irvine Court*

went on to not that "[a trial] court may not, therefore, create a 'new and different' contract or make 'significant additions.'" *Id.*

By attempting to manufacture a "mutual mistake," Appellee contends the parties "mistakenly believed the appraisal would be accurate." (Appellee's Br. at 22.)

> Mutual mistake results when both parties to a contract share a common assumption about a vital *existing* fact upon which they based their bargain and that assumption is false, and because of the mistake, a quite different exchange of values occurs from the exchange of values the parties contemplated.... [A] mutual mistake of fact cannot lie against a *future* event. Mutual mistakes must concern past or present facts, *not unexpected facts that occur after the document is executed.*

Kruzich v. Old Republic Ins. Co., 2008 MT 205, ¶ 27, 344 Mont. 126, 188 P.3d 983 (citing 17A Am.Jur.2d *Contracts* § 202 (2004) (emphasis added)).

Appellee's reliance on Mont. Code Ann. § 28-2-1612, which directs courts to presume parties intended "an equitable and conscientious agreement," actually undermines her position. The parties' agreement to be bound by a single, jointly selected appraiser was equitable on its face. Both parties equally risked that the appraisal might differ from their own expectations. There was no inequity in the agreement itself; Appellee simply dislikes the outcome of the agreed-upon process.

Appellee argues that both parties operated under a "mutual mistake" regarding the accuracy of the appraisal, but this argument mischaracterizes both the facts and

the law of mutual mistake. There was no "mistake" about any present fact. The parties agreed to a process – obtaining a professional appraisal from a jointly-selected appraiser – and that process was correctly carried out. An appraiser's professional judgment about value is not a "fact" subject to mistake; it is an opinion based on methodology, comparable properties, and professional expertise.

As is clear from the record, there was no "mutual" mistake or common misconception. Accordingly, this is not a "mistake" within the meaning of Mont. Code Ann. § 28-2-1611. The parties did not misunderstand the appraisal process; they simply agreed to accept the result of that process. The fact that Appellee now believes a different result would have been more accurate does not constitute a "mistake" justifying reformation.

Appellee attempts to distinguish *Kruzich* by arguing that "both parties were aware of and relied on the fact that an appraisal would be done." (Appellee's Br. at 25.) This misses the point entirely. The parties were not mistaken about whether an appraisal would be done – it was done. They were not mistaken about who would perform it – they jointly selected Seipel. The only "mistake" Appellee alleges is that the appraisal did not accurately predict future property values – precisely the kind of "prediction about future events" that *Kruzich* holds cannot constitute mutual mistake.

Appellee's assertion that property values should have "increased more than only 2% in value" (Appellee's Br. at 9) is rank speculation. Market conditions vary widely by location, property type, and numerous other factors. Crucially, Appellee presents no evidence that Appellant shared any mistaken belief about the appraisal's accuracy. Without such evidence, there can be no "mutual" mistake. The record shows only that Appellant accepted the appraisal result and proceeded according to the PSA's terms. Moreover, that specific determination, regarding a 2% increase in value, would be appropriate for a District Court to make, after a hearing where the appraisal was introduced as evidence; something that did not happen here.

Ultimately, Appellee's argument would render property settlement agreements perpetually subject to renegotiation. If a party can claim "mutual mistake" whenever market conditions change, no property settlement will ever be final. Such an outcome would contradict Montana's strong public policy favoring the finality of divorce settlements and subject its citizens to perpetual litigation.

The District Court's decision to order a second appraisal nearly two years after the parties executed their PSA represented an improper modification of a binding contract term. Neither the unconscionability standard nor the reformation doctrine justified this modification. This Court should reverse the District Court's order for a second appraisal and direct enforcement of the PSA according to its original terms.

III. The District Court Improperly Relied on an Appraisal that was Submitted After Trial Without Testimony or Cross-Examination.

Appellee argues that Appellant waived his right to challenge the Buck appraisal by failing to object when it was submitted. This argument misconstrues both the facts and the applicable law. First, Appellee's assertion that Appellant had "four separate opportunities" to object to the Buck appraisal is misleading. The Buck appraisal was not even completed until December 19, 2023, two weeks after the final hearing on December 5, 2023. (Appellee's Br. at 10.) By that point, the evidentiary phase of the trial had closed. As this Court held in *McDermott v. Carie, LLC*, a party must object "as soon as the grounds for objection are apparent." *McDermott v. Carie, LLC*, 2005 MT 293, ¶ 14, 329 Mont. 295, 124 P.3d 168. The first point at which the grounds for objection became apparent was when the District Court issued its decree relying on the Buck appraisal. At that point, an objection is no longer the appropriate remedy.

Appellee conflates filing a document with the District Court with the formal admission of evidence. These are distinct legal concepts with significantly different procedural implications. The Buck appraisal was never admitted into evidence through any recognized evidentiary procedure. It was merely filed with the District Court after the evidentiary hearing concluded. Had Appellee filed a motion to admit the appraisal into evidence without supporting testimony, Appellant would have promptly objected. At no point did Appellant stipulate to the admission of the Buck

appraisal as evidence. The District Court's treatment of the unadmitted Buck appraisal as substantive evidence – giving it equal or greater weight than properly admitted testimony and evidence –constitutes a fundamental procedural error that cannot be remedied by claiming waiver.

Appellee mischaracterizes the December 5, 2023, hearing exchange regarding the potential filing of the Buck appraisal. The District Court's statement that it would accept a "two-to-three page point brief on housing evaluation and any supplemental exhibits" did not constitute a ruling on admissibility or put Appellant on notice that the court would inappropriately rely on the appraisal without testimony. (Appellee's Br., App. D.)

More importantly, the District Court never formally admitted the Buck appraisal into evidence. It was simply filed in the court record after the close of evidence. Under these circumstances, Appellant had no reason to expect the District Court would treat the appraisal as substantive evidence on par with testimony subject to cross-examination. Appellant promptly objected through his Motion to Alter or Amend when the District Court improperly relied on the Buck appraisal in its decree. This motion specifically argued that the Buck appraisal constituted "inadmissible hearsay evidence." (Appellee's Br. at 33.) This objection was timely because it was made as soon as the District Court's error became apparent.

Appellee's attempt to characterize this as "post-judgment remorse" is disingenuous. (Appellee's Br. at 33.) Appellant objected to a second appraisal from the beginning, consistently arguing that the parties were bound by the Seipel appraisal under the PSA. The specific objection to the hearsay nature of the Buck appraisal could not have been raised earlier because the District Court had not yet relied on it.

Appellee also misstates the applicable standard for preserving evidentiary issues. While contemporaneous objections are generally required for testimony at trial, different rules apply when evidence is submitted outside the trial context. Here, the Buck appraisal was not offered during trial through witness testimony, but was isntead filed in the court record after trial concluded.

The cases Appellee cites, such as *Schuff v. Jackson*, involve witnesses who testified at trial without objection – a fundamentally different situation from evidence submitted after trial without testimony. *Schuff v. Jackson*, 2002 MT 215, ¶ 30, 311 Mont. 312, 55 P.3d 387. Appellant had no opportunity to cross-examine Buck or present rebuttal evidence because the appraisal was never presented through testimony at trial.

In *Bonmarte v. Bonmarte*, this Court emphasized the importance of witness testimony at trial, noting that a witness's personal appearance serves numerous crucial functions. A witness' personal appearance in court:

1. assists the trier of fact in evaluating the witness' credibility by allowing his or her demeanor to be observed firsthand;
2. helps establish the identity of the witness;
3. impresses upon the witness, the seriousness of the occasion;
4. assures that the witness is not being coached or influenced during testimony;
5. assures that the witness is not referring to documents improperly; and
6. in cases where required, provides for the right of confrontation of witnesses.

Bonmarte v. Bonmarte, 263 Mont. 170, 174, 866 P.2d 1132 (1994).

The Buck appraisal's conclusions directly contradicted the Seipel appraisal, valuing the property at $462,000 rather than $245,000 – a difference of $217,000. (Appellee's Br. at 10.) This substantial discrepancy demanded explanation through witness testimony. Without cross-examination, the District Court had no basis to determine which appraisal employed superior methodology, used more appropriate comparable properties, or better accounted for the property's unique characteristics.

This Court has repeatedly held that district courts must provide sufficient explanation for their property valuations. In *Marriage of Crowley*, the Court emphasized that findings should "express the essential and determining facts upon which it rests its conclusions." *Marriage of Crowley*, 2014 MT 42, ¶ 45, 374 Mont. 48, 318 P.3d 1031. The District Court's decree contained no explanation for why it found the Buck appraisal more credible than the Seipel appraisal, stating only that the Seipel appraisal was "obviously erroneous." (Appellant's Br. at 20.)

Expert testimony must satisfy rigorous standards before courts may rely on it. As this Court explained in *Christopherson v. City of Great Falls*, expert testimony requires "that a proper foundation be established" and must "satisfy the relevancy rules set forth in Article IV of the Montana Rules of Evidence." *Christopherson v. City of Great* Falls, 2003 MT 189, ¶ 11, 316 Mont. 469, 74 P.3d 1021. None of these foundational requirements were met for the Buck appraisal.

The unsigned Buck appraisal had no foundation establishing Buck's qualifications, methodology, or the basis for his conclusions. It was never authenticated through testimony. It was essentially a hearsay document containing expert opinions offered for the truth of the matter asserted without any of the safeguards normally required for expert testimony. The prejudice to Appellant from this procedural irregularity is manifest. The District Court's reliance on the Buck appraisal effectively doubled the valuation of the Highwood property, significantly increasing Appellant's financial obligation to Appellee. Had Appellant been permitted to cross-examine Buck about his methodology, he might have exposed flaws in the appraisal that would have affected the District Court's valuation.

The proper course would have been for the District Court to either exclude the untimely appraisal or reopen the evidence to allow testimony and cross-examination regarding both appraisals. By doing neither, the District Court committed reversible error.

CONCLUSION

The District Court committed significant errors that require reversal. For the reasons stated above and in Appellant's Opening Brief, this Court should reverse the District Court's Order for a Second Appraisal and direct enforcement of the Property Settlement Agreement in accordance with its terms, including valuation based on the Seipel appraisal. Alternatively, if this Court upholds the order for a second appraisal, it should nonetheless reverse the District Court's reliance on the Buck appraisal and remand for a proper evidentiary hearing where both appraisers can testify and be subject to cross-examination. The District Court should further reverse the District Court's ordered "interim parenting plan" and remand for a new hearing on parenting.

DATED: April 9, 2025.

MEASURE LAW, P.C.

By: /s/ Marybeth M. Sampsel
Marybeth M. Sampsel

CERTIFICATE OF COMPLIANCE

Pursuant to Rule 11 of the Montana Rules of Appellate Procedure, I certify that this Appellant's Reply Brief is printed with a proportionately spaced Times New Roman text typeface of 14 points; is double-spaced except for footnotes and for quoted and indented material; and the word count calculated by Microsoft Word for Windows is not more than 5,000 words, excluding the certificate of service and the certificate of compliance.

MEASURE LAW, P.C.

By: /s/ Marybeth M. Sampsel
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CERTIFICATE OF SERVICE

I, Mary-Elizabeth Marguerite Sampsel, hereby certify that I have served true and accurate copies of the foregoing Brief - Appellant's Reply to the following on 04-09-2025:

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