

**ORIGINAL**

**FILED**

07/17/2025

Bowen Greenwood  
CLERK OF THE SUPREME COURT  
STATE OF MONTANA

Case Number: DA 25-0287

IN THE SUPREME COURT OF THE STATE OF MONTANA  
Case No. DA 25-0287

IN RE THE MARRIAGE OF  
  
BAYLIN CRAYTHORN,  
Appellant,  
  
and  
  
ARIA BEITLER-WILLIAMS,  
Appellee.

Supreme Court No.  
DA 25-0287

**APPELLANT'S OPENING  
BRIEF**

**FILED**

JUL 17 2025

Bowen Greenwood  
Clerk of Supreme Court  
State of Montana

On appeal from the Montana Twentieth Judicial District Court,

County of Lake,

Cause No. DR-122-2023,

Honorable Molly Owen Presiding

Appearances:

Baylin Craythorn  
91 Friendspring Road  
Whitehall MT, 59759  
(406) 240-5562  
baylincraythorn101@gmail.com

*Pro Se Appellant*

Aria Leigh Beitler-Williams  
7944 S 6115 W  
West Jordan UT, 84081  
(775) 901-1735  
ariawilliams14@gmail.com

*Pro Se Appellee*

IN THE SUPREME COURT OF THE STATE OF MONTANA  
Case No. DA 25-0287

<p>IN RE THE MARRIAGE OF</p> <p>BAYLIN CRAYTHORN, Appellant,</p> <p>and</p> <p>ARIA BEITLER-WILLIAMS, Appellee.</p>	<p>Supreme Court No. DA 25-0287</p> <p><b>APPELLANT'S OPENING BRIEF</b></p>
---	---

On appeal from the Montana Twentieth Judicial District Court,  
County of Lake,  
Cause No. DR-122-2023,  
Honorable Molly Owen Presiding

Appearances:

Baylin Craythorn  
91 Friendspring Road  
Whitehall MT, 59759  
(406) 240-5562  
baylincraythorn101@gmail.com

*Pro Se Appellant*

Aria Leigh Beitler-Williams  
7944 S 6115 W  
West Jordan UT, 84081  
(775) 901-1735  
ariawilliams14@gmail.com

*Pro Se Appellee*

## Table of Contents

<b>Table of Authorities.....</b>	<b>3</b>
<b>Statement of the Issues.....</b>	<b>5</b>
<b>Statement of the Case.....</b>	<b>5</b>
<b>Statement of Facts.....</b>	<b>7</b>
<b>Summary of Argument.....</b>	<b>13</b>
<b>Standards of Review.....</b>	<b>16</b>
<b>Argument.....</b>	<b>17</b>
<b>I. THE DISTRICT COURT ERRONEOUSLY AGREED THAT ARIA WAS NOT PROVIDED NOTICE OF THE JUDGMENT AGAINST HER.....</b>	<b>17</b>
<b>II. THE DISTRICT COURT WAS INCORRECT IN AGREEING WITH ARIA’S CONCLUSIONS OF LAW.....</b>	<b>19</b>
<b>A. THEORETICAL LACK OF NOTICE ON ITS OWN IS INSUFFICIENT TO CONSTITUTE EXCUSABLE NEGLIGENCE.....</b>	<b>20</b>
<b>B. BAYLIN DID COMPLY WITH THE DISSOLUTION DECREE.....</b>	<b>22</b>
<b>C. NON PREVAILING PARTIES CAN STILL BE ENTITLED TO ATTORNEY’S FEES UNDER MONT. CODE ANN. § 40-4-110.....</b>	<b>23</b>
<b>D. DEBTORS NEED NO ADVANCE WARNING OF A WRIT OF EXECUTION.....</b>	<b>25</b>
<b>E. JUDGMENTS THAT FAIL TO STATE AN EXACT AMOUNT DUE SHOULD BE CORRECTED, NOT VACATED.....</b>	<b>26</b>
<b>Conclusion.....</b>	<b>27</b>
<b>CERTIFICATE OF SERVICE.....</b>	<b>29</b>

## Table of Authorities

### Cases

<i>D.K. v. Dep't of Pub. Health &amp; Human Servs. (In re E.E.)</i> , 2016 MT 38N, ¶ 1, 383 Mont. 544, 369 P.3d 354.....	12
<i>Karlen v. Evans</i> , 276 Mont. 181, 185, 915 P.2d 232, 235 (1996).....	16
<i>BAM Ventures, LLC v. Schifferman</i> , 2019 MT 67, ¶ 17, 395 Mont. 160, 437 P.3d 142.....	16
<i>Caldwell v. Sabo</i> , 2013 MT 240, ¶ 18, 371 Mont. 328, 308 P.3d 81.....	16
<i>Davis v. Westphal</i> , 2017 MT 276, ¶ 10, 389 Mont. 251, 257, 405 P.3d 73, 80.....	16
<i>In re Marriage of Basque</i> , 2024 MT 239N, ¶ 12, 557 P.3d 963.....	17
<i>In re Marriage of Fishbaugh</i> , 2002 MT 175, ¶ 15, 310 Mont. 519, 52 P.3d 395...	17
<i>Whitefish Credit Union v. Sherman</i> , 2012 MT 267, ¶ 20, 367 Mont. 103, 109, 289 P.3d 174, 178.....	19
<i>Roberts v. Empire Fire and Marine Ins.</i> , 277 Mont. 519, 278 Mont. 135, 140-41, 923 P.2d 550, 553-54 (1996).....	19
<i>In re Marriage of Castor</i> , 249 Mont. 495, 499, 817 P.2d 665, 667 (1991).....	20
<i>Fibke v. Kip K Holding Co., Ltd. Liab. Co.</i> , 2024 MT 84N, ¶ 1, 417 Mont. 551, 546 P.3d 1231.....	20
<i>Frye v. Roseburg Forest Prods. Co.</i> , 2020 MT 10, ¶ 9, 398 Mont. 347, 350, 456 P.3d 573, 576.....	20
<i>In re Marriage of Brownell</i> , 263 Mont. at 85, 865 P.2d at 311.....	23
<i>Weibert v. Weibert</i> , 2015 MT 29, ¶ 13, 378 Mont. 135, 138, 343 P.3d 563, 565....	24
<i>Pfeifer v. Pfeifer</i> , 282 Mont. 461, 938 P.2d 684, 54 (1997).....	24
<i>Salminen v. Morrison &amp; Frampton, PLLP</i> , 2014 MT 323, ¶ 34, 377 Mont. 244, 254, 339 P.3d 602, 611.....	25
<i>Mt. W. Bank, N.A. v. Helena Christian Sch., Inc.</i> , 2012 MT 194, ¶ 21, 366 Mont. 165, 170, 285 P.3d 588, 591.....	26

**Statutes**

Mont. Code Ann. § 1-1-217.....17  
Mont. Code Ann. § 40-4-110.....23  
Mont. Code Ann. § 25-13-211(a).....24  
Mont. Code Ann. § 25-9-203.....25  
Mont. Code Ann. § 25-13-101(1).....26

**Regulations and Rules**

Mont. R. Civ. P. 5(b)(2)(C).....17  
M. R. App. P. 4(5)(a)(i).....25

### **Statement of the Issues**

1. Was the district court correct in finding that Aria's failure to change her mailing address resulted in a lack of notice to her, despite being informed of the relevant motion and judgment directly from Baylin?
2. Was the district court correct in finding that a possible lack of notice was sufficient to find that Aria had committed excusable neglect, justifying relief under Mont. R. Civ. P. 60(b)(1)?
3. Was the district court correct in finding that non-prevailing parties aren't entitled to attorney's fees pursuant to § 40-4-110?
4. Was the district court correct in finding that debtors are entitled to notice before a writ of execution is levied against them?
5. Was the district court correct in finding that a proper remedy for a judgment that fails to state an exact amount was to dismiss it instead of correcting it?

### **Statement of the Case**

Appellant Baylin Douglas Craythorn (Baylin) and Appellee Aria Leigh Beitler-Williams (Aria) were divorced in the Montana Twentieth Judicial District Court on November 20, 2023. Findings of Fact, Conclusions of Law, and Final Dissolution Decree (No Minor Children), District Court Doc. 5. Aria filed an opposed motion to enforce the decree on March 8, 2024. Motion to Enforce Final

Decree and Request for Show Cause, District Court Doc. 6. Aria's motion was orally dismissed by the court on October 30, 2024. Minute Entry, District Court Doc. 20.<sup>1</sup> Upon leave from the court, Baylin filed a motion for attorney's fees pursuant to Mont. Code Ann. 40-4-110, which was granted on November 19, 2024. Order Granting Petitioner's Motion, District Court Doc. 23.

After the appeal period had elapsed, the district court issued writs of execution against Aria in Lewis and Clark County and Missoula County, on December 23, 2024, and February 5, 2025, respectively. Writ of Execution Issued, District Court Docs. 24-25. Aria filed an opposed motion to set aside the order granting fees against her on February 24, 2025. Motion to Set Aside Judgment, Stay Writ of Execution, and Emergency Motion to Stay Writ of Execution, District Court Docs. 27-28. Aria's motion was granted on March 14, 2025. Order Granting Respondent's Motion to Set Aside Judgment, Stay Writ of Execution, and Emergency Motion to Stay Writ of Execution, District Court Doc. 30. Baylin filed a timely notice of appeal on April 11, 2025. Notice of Appeal, District Court Doc. 31. The mandatory appellate process for the parties was waived by this Court.<sup>2</sup> Montana Supreme Court Order Waiving Appellate Mediation, June 18, 2025.

---

<sup>1</sup> It is observed that this isn't explicitly mentioned in the District Court record, but Honorable Molly Owen did verbally dismiss Aria's motion upon seeing it as moot.

<sup>2</sup> Baylin wishes to make clear that his opposition to waiving the mediation was based on an understanding that the mediation was to be done pro bono. He sincerely apologizes to the Court and Aria for opposing her motion to waive the procedure based on this misunderstanding, and would not have opposed it if he knew it would not be done pro bono.

### **Statement of Facts**

Aria, without warning, left Baylin and their shared property on or around June 1, 2023. Brief in Support of Motion to Award Attorney's Fees, District Court Doc. 22, pg. 3. On June 26, 2023, Aria took \$7,865.48 from the couples' previously combined finances, leaving Baylin with only \$1,498.73. *Id.* at pg. 6. Despite this gross indifference of retained finances, Aria continued to improperly siphon funds out of Baylin's bank account to pay for various subscriptions and products, aggregating to hundreds of dollars over the following months. *Id.*; *Id.* at Ex. 12, Informal Discovery Request at Request for Admission No. 5.; *Id.* at Ex. 13, Bank Statements; *Id.* at Ex. 14, Notice of Debt Email. Conservatively, Aria has unjustly benefitted from forcing Baylin to spend \$24,146.32 that she would equitably otherwise be required to pay<sup>3</sup>. *Id.* at Ex. 13, Bank Statements; *Id.* at Ex. 14, Notice of Debt Email.

Aria left the property in a state of disrepair. She had committed thousands of dollars of property damage and initiated, but not completed, multiple projects on the property. *Id.* at Baylin Craythorn Aff. ¶ 4; *Id.* at Braxton Craythorn Aff. ¶ 9; *Id.* at Shepherd Aff. ¶ 10; *Id.* at Haugo Aff. ¶ 6; *Id.* at Ex. 4, Legal Pestering Email, Oct. 27, 2024. She had used heavy machinery to excavate dirt at random throughout the property, destroyed fencing, and defaced several of the walls within

---

<sup>3</sup> In the interest of the time of the parties and courts, he only seeks attorney's fees, a much smaller amount.

the home to the point of needing new paint. *Id.* She also left behind goats, ducks, geese, cats, and dogs, none of which Baylin wanted. *Id.* This further added to the expenses Aria forced Baylin to incur. *Id.* at Ex. 14, Notice of Debt Email.

Aria wished to no longer be involved with their former property, and agreed to not force Baylin to sell his home as long as he would pay the mortgage in its entirety. District Court Docs. 1-4; 22 at Baylin Craythorn Aff. ¶ 15. And this agreement, on Baylin's side, was adhered to—Aria did not pay anything towards the mortgage on the property after November 2023. District Court Doc. 22 at Ex. 12, Request For Production No. 2. Unbeknownst to the parties at the time of their dissolution, Aria could not easily be removed from the liability of the mortgage, despite any agreement between the two. Upon this discovery, Aria asked Baylin to engage in conduct he could to facilitate her removal from the loan in name. Baylin did so—contacting PennyMac (the mortgagor), and complying with their instructions to remove Aria from the title of the home, sign over the mortgage interest of the home to his mother, and to begin the process of a “qualified assumption,” a process that would officially remove Aria from the mortgage on PennyMac's end. *Id.* at Ex. 2, Quitclaim Deed; *Id.* at Ex. 5, Fax, Nov. 1, 2023; District Court Doc. 22 Ex. 2, Quitclaim Deed; Tr. 12-13.

Throughout the month of January, Aria stated that she was handling the process of removing her name from the mortgage. District Court Doc. 22 at Ex. 6,

Screenshot, Jan. 9, 2024; *Id.* at Ex. 7, Screenshot, Jan 29, 2024. In reality, she had two phone calls with PennyMac, purporting much later that the qualified assumption process was not possible. *Id.* at Ex. 12, Request for Production No. 1. She did not inform Baylin of this belief at the time.

Without warning, Aria filed her motion to enforce the final dissolution decree on March 8, 2024. District Court Docs. 6-7. Aria's argument to the district court, contrary to the understanding Baylin believed was vital to their dissolution agreement, was one of requiring Baylin to sell the property. *Id.* The district court adopted this interpretation of the dissolution decree from the onset, and while Baylin still contests that the arrangement he and Aria came to prior to her litigation, he acknowledges that the decree filed by the parties could have been more clear.

Aria and the partner of her affair prior to the dissolution intruded upon the property multiple times, stealing objects. District Court Doc. 22 at Baylin Craythorn Aff. ¶¶ 16-17, 20. During one significant intrusion, Michelle McLane, the aforementioned partner, threatened Baylin that “[They] could get a judge to believe anything [they] want.” *Id.* Knowing that Michelle had previously been arrested for physical violence, and fearing the ramifications of her statement, Baylin continuously failed to assert his understanding of the dissolution decree.

District Court Doc. 29 at Ex. 3<sup>4</sup>; Response to Petitioner's Motion to Set Aside Judgment, Stay Writ of Execution and Emergency Motion to Stay Execution of Judgment, District Court Doc. 29 at Ex. 1, Attorney's Fees email exchange, February 6, 2024; *Id.* at Ex. 3, Baylin Craythorn Aff. During their intrusions, they would refuse to leave until police were threatened to be called. *Id.* Aria and Michelle's violence peaked after they shattered a glass table in an effort to intimidate Baylin. *Id.* ¶¶ 18, 20.

Baylin and his friends and family had already been hard at work repairing the property from Aria's damages for months by this point. District Court Doc. 22 at Braxton Craythorn Aff. ¶¶ 7-9; *Id.* at Shepherd Aff. ¶¶ 8-10; *Id.* at Haugo Aff. ¶¶ 4-6. For the ongoing six months, they frantically worked to appease Aria's demands and motion. *Id.* Despite the monumental pressure Baylin faced, he strived to comply with the district court's interpretation of the decree, explicitly observed by the court. At the hearing on June 26, 2024, Judge Owen expressly stated: "[...Baylin] is doing everything that he can to remove you from the mortgage or alternatively to sell the house." Tr. 29, lines 4-6. The record, and reality, is silent on efforts that Aria made to sell the property.

Baylin and those helping him committed thousands of dollars and hours towards making the house marketable. District Court Doc. 22 at Ex. 13; *Id.*

---

<sup>4</sup> Aria removed the contents of The Missoulian article stating that Michelle McLane had been arrested for serious domestic violence from the record—this can be provided to the Court if relevant, but only serves here to demonstrate Baylin's legitimate fear of Aria and Michelle throughout this process.

Braxton Craythorn Aff. ¶¶ 7-10; *Id.* at Shepherd Aff. ¶¶ 8-11; *Id.* at Haugo Aff. ¶¶ 4-7. Aria, on the other hand, contributed *nothing* to the sale of the property or its maintenance or payments after November of 2023. *Id.* at Ex. 12, Request for Production No. 2. Aria exercised dominant control over the property, while contributing nothing to the cost of its sale. The property remained on the market and underwent several price reductions to accomplish its sale, even needing Baylin and his grandfather to provide additional funds to clear the mortgage on the property. Tr. 22-24. Despite compelling the property's sale, Aria refused to contribute any funds needed to discharge the loan on the property. District Court Doc. 29 at Ex. 5, Request for Admission 3; *Id.* at Ex. 9, Screenshot, July 11, 2024.

Baylin managed to sell the home in early September, notifying Aria. District Court Doc. 20; District Court Doc. 22 at Ex. 10, Payoff Statement email, September 25, 2024. Despite this, she refused to dismiss her motion to enforce compliance with the dissolution decree, prompting the parties' return to court in October. Judge Owen verbally stated that Aria's motion would be considered moot, and upon request, gave Baylin leave to file his motion for attorney's fees pursuant to Mont. Code Ann. 40-4-110. Aria was present when leave was granted, and Baylin filed and served that motion on the same day. Declaration in Support of Motion to Award Attorney's Fees, District Court Doc. 21 ¶ 5.

Baylin's motion for attorney's fees was granted on November 19, 2024. District Court Doc. 23. In addition to the presumably mailed order from the court stating as such, Baylin informed Aria of the order via email on November 21, 2024. District Court Doc. 29 at Ex. 1. Aria acknowledged the order on November 24, 2024. *Id.* Despite additional communications, Aria refused to pay Baylin any of the amount owed pursuant to the order granting him fees. *Id.*; *Id.* at Ex. 2. After the period for an appeal passed, the district court issued two writs of execution to assist Baylin in collecting the fees. District Court Docs. 24-25. A successful writ was levied in Missoula County on February 18, 2024, for roughly \$68. District Court Doc. 29 at Ex. 3, ¶ 34. Almost immediately after, Aria filed a motion to obtain relief from the fees, arguing that her refusal to participate with the legal process she initiated constituted excusable neglect. District Court Doc. 27. Baylin opposed this motion and requested a hearing. District Court Doc. 29, pg. 9. The district court granted Aria's motion without a hearing, providing very little explanation as to any of the reasoning, stating that it "[...]adopt[ed] the reasoning set forth in [Aria's] motion." Order Granting Respondent's Motion to Set Aside Judgment, Stay Writ of Execution, and Emergency Motion to Stay Execution of Judgment, District Court Doc. 30.

Baylin timely appealed the relief granted by the district court. District Court Doc. 31. Because Montana courts do not officially recognize motions for

clarification, Baylin prioritized contesting the district court's order. *D.K. v. Dep't of Pub. Health & Human Servs. (In re E.E.)*, 2016 MT 38N, ¶ 1, 383 Mont. 544, 369 P.3d 354. Because the district court adopts Aria's misstatements of fact and law, Baylin filed this appeal, not wanting to lose the chance to appeal by filing motions in the district court that might not have been recognized by that court. Due to the lack of specificity within the district court's granting of Aria's motion, Baylin appeals the relief on the grounds that the order shouldn't have been granted on the basis of finding excusable neglect, that the reasons Aria stated to justify excusable neglect were rooted in false facts and incorrect statements of law, and finally, if there was excusable neglect, a new trial aimed should have been granted to examine the propriety of granting attorney's fees pursuant to Mont. Code Ann. 40-4-110.

### **Summary of Argument**

In addition to legal and factual arguments, Baylin appeals to this Court's principles of fairness and equity. The record is clear, and so are Aria's own admissions. Aria has admitted that she contributed little to nothing to the sale of the property. She has admitted that she owes Baylin significant amounts of money. She has admitted to refusing to participate in the work and money involved in the sale of a home she forced.

The district court already ruled in Baylin's favor twice: once by dismissing Aria's motion to enforce, and again by granting him attorney's fees from Aria's near-vexatious litigation. It did so, Baylin thought, upon a careful analysis of the ample evidence Baylin provided to the district court. The district court already participated in the collection of the judgment it entered against Aria. The court's decision to grant Aria relief with no reasoning provided was unsubstantiated—or, in the alternative, by relying on Aria's reasoning, erroneous.

Baylin maintains three types of arguments in his appeal: one of facts, one of law, and, while less significant, one of equity. Aria began this litigation in district court by acting contrary to any agreement she and Baylin had, while stealing thousands of dollars from him, forcing him to lose his home, while she slowed down the process at every possible step and refused to help in any way. She didn't contribute any labor or finances to her compelled sale of the home, including the funds necessary to discharge the underlying mortgage. Baylin paid the mortgage and repairs (many of which were needed due to Aria's destruction) in their entirety for nearly a year. Instead of trying to force a contribution to these funds after the fact, Baylin only sought to have the attorney's fees he incurred from Aria's litigation compensated, after the district court repeatedly observed that he was complying with its interpretation of the dissolution decree. Reversing this

judgment after the district court's facilitation of partial collection was never adequately explained, nor justified.

Summarily, Baylin argues that by adopting Aria's reasoning in seeming whole, the district court made erroneous findings of fact and incorrect conclusions of law. The district court's order finding excusable neglect completely through Aria's reasoning is clearly erroneous. By adopting Aria's incorrect factual and legal assertions, the district court committed a manifest abuse of discretion. A finding of excusable neglect was not justified—or if it was, neither Aria nor the district court have laid a foundation to arrive at such a conclusion.

Aria failed to show sufficient justification to grant excusable neglect pursuant to the *Blume* standards that guide that analysis. Furthermore, the district court, by incorporating Aria's incorrect and erroneous conclusions of law and statements of fact, committed an obvious and evident abuse of discretion. By adopting Aria's reasoning with no explanation, the district court incorrectly asserts that debtors need to be provided notice before writs are executed against them under Mont. Code Ann. § 25-13-21 1(a), or that Aria received no notice of the judgment against her, despite the opposite being clearly true.

Lastly, Aria's attacks on the sufficiency of the judgment against her, while admittedly having weight, should have resulted in a correction of the judgment issued against her, not an outright dismissal of the judgment.

### **Standards of Review**

Because the district court seemingly adopted Aria's reasoning with respect to finding excusable neglect, incorporating various statements of fact and conclusions of law, a different standard of review applies to each issue.

When considering the propriety of a district court granting relief under Mont. R. Civ. P. 60(b)(1), the Supreme Court uses a standard of manifest abuse of discretion. *Karlen v. Evans*, 276 Mont. 181, 185, 915 P.2d 232, 235 (1996). "A manifest abuse of discretion is one that is obvious, evident, or unmistakable." *BAM Ventures, LLC v. Schiffman*, 2019 MT 67, ¶ 17, 395 Mont. 160, 437 P.3d 142 (quoting *Caldwell v. Sabo*, 2013 MT 240, ¶ 18, 371 Mont. 328, 308 P.3d 81).

The standard of review of lower court findings of fact and conclusions of law is whether the findings of fact are clearly erroneous and whether the conclusions of law are correct. *Davis v. Westphal*, 2017 MT 276, ¶ 10, 389 Mont. 251, 257, 405 P.3d 73, 80.

## Argument

### **I. THE DISTRICT COURT ERRONEOUSLY AGREED THAT ARIA WAS NOT PROVIDED NOTICE OF THE JUDGMENT AGAINST HER**

Aria's main argument here is that she failed to receive the motion by mail, after a failure to update her address with the district court. District Court Doc. 27, pg. 1. By adopting Aria's argument without specification, it appears the district court agreed that Aria was not provided notice of the judgment against her. This is clearly erroneous. The district court informed her of this judgment, and Baylin also informed her of it via email.

Earlier in this litigation before the Court, the Court seemingly agreed that providing notice of a motion's contents to Baylin, without actually providing the motion to him, constituted notice of that document. Montana Supreme Court Order Waiving Appellate Mediation, June 18, 2025. In Montana, service of judgments, motions, and other legal documents is complete upon mailing it to one's last known address. Mont. R. Civ. P. 5(b)(2)(C). If a party is in default for failing to appear, no service is required. *Id.* at 5(a)(2). "Due process is accorded where a party is given sufficient notice of a trial and the trial is held, regardless of whether the party actually avails himself of the opportunity to be heard." *In re Marriage of Basque*, 2024 MT 239N, ¶ 12, 557 P.3d 963 (citing *In re Marriage of Fishbaugh*, 2002 MT

175, ¶ 15, 310 Mont. 519, 52 P.3d 395)). Additionally, anyone who has actual notice of a fact of which would cause a reasonable level of investigation into that fact also has constructive notice of that fact, regardless of whether they further investigated. Mont. Code. Ann. § 1-1-217.

The district court sent notice of the judgment to Baylin and Aria on November 19, 2024. District Court Doc. 23. In addition to this, Baylin emailed Aria on November 21, 2024, informing her that judgment had been issued against her. District Court Doc. 29 at Ex. 1, Attorney's Fees email. Three days later, *Aria acknowledged this judgment. Id.* Aria stated that she would be opposing the motion in the courts, something that she did not do until the time for an appeal passed. *Id.* In the abovementioned Order from this Court, the Court seemed to indicate that Aria and Baylin's agreement to receive notice via email was persuasive, and that Aria's general description of her motion to waive mediation constituted sufficient notice of the motion to Baylin. Later in Aria's motion for relief, she acknowledged receiving notice of Baylin's motion for attorney's fees via email. District Court Doc. 27, pg. 2.

This Court stated that Aria's earlier motion, the general contents of which were described to Baylin, but was not actually sent to him, constituted sufficient notice. This does not seem congruent with Aria's reasoning to the district court that she wasn't provided notice of the judgment—if a general description of a motion's

contents (which may or may not be entirely inclusive for every case) constitutes notice, then surely Aria's own acknowledgment of the judgment from the district court, in tandem with the district court mailing her notice and Baylin informing her of the judgment and its contents through email would also constitute notice. From a perspective of fact, the record is clear: Aria acknowledged the judgment via email on November 24, 2024. The district court was erroneous by finding that she did not receive notice of it.

## **II. THE DISTRICT COURT WAS INCORRECT IN AGREEING WITH ARIA'S CONCLUSIONS OF LAW**

In her brief, Aria alleged various conclusions of law. She stated that a lack of notice (which itself was an incorrect statement) constituted excusable neglect, that Baylin failed to comply with the dissolution decree, that the failure of such renders a party ineligible to receive fees under § 40-4-110, that a debtor has to be provided notice of a writ of execution prior to its execution, and that the district court's judgment was so deficient as to render it unenforceable. The district court made incorrect conclusions of law in adopting these arguments.

**A. THEORETICAL LACK OF NOTICE ON ITS OWN IS  
INSUFFICIENT TO CONSTITUTE EXCUSABLE NEGLIGENCE**

Aria states that her false allegation of lack of notice to the judgment granting fees justified relief on account of excusable neglect. “[...]when a party, aware of the contents of the documents served, ignores the command of the summons, there is no “excusable neglect.” *Whitefish Credit Union v. Sherman*, 2012 MT 267, ¶ 20, 367 Mont. 103, 109, 289 P.3d 174, 178 (citing *Roberts v. Empire Fire and Marine Ins.*, 277 Mont. 519, 278 Mont. 135, 140-41, 923 P.2d 550, 553-54 (1996)).

Excusable neglect requires some justification for an error beyond mere carelessness or ignorance of the law on the part of the litigant or his attorney. *Id.* (citing *In re Marriage of Castor*, 249 Mont. 495, 499, 817 P.2d 665, 667 (1991)).

Indeed, the first factor to examine when considering excusable neglect is whether the party raising neglect as a defense “proceeded with diligence” in their case.

*Fibke v. Kip K Holding Co., Ltd. Liab. Co.*, 2024 MT 84N, ¶ 1, 417 Mont. 551, 546 P.3d 1231. In arguing to set aside a judgment due to excusable neglect, a party should satisfy the four *Blume* factors: (1) whether the defaulting party proceeded with diligence; (2) whether the defaulting party's neglect was excusable; (3) whether the defaulting party had a meritorious defense to the claim; and (4) whether, if permitted to stand, the judgment would affect the defaulting party

injuriously. *Frye v. Roseburg Forest Prods. Co.*, 2020 MT 10, ¶ 9, 398 Mont. 347, 350, 456 P.3d 573, 576.

As stated previously, Aria was provided notice of the judgment against her, and notice of the motion granting the judgment. District Court Doc. 22, pgs. 5-6; *Id.* at Ex. 3 ¶ 31. Aria did not make an argument of excusable neglect within the parameters of the *Blume* factors, and heavily relied upon her claims of inadequate notice. Aria initiated this litigation after being dishonest with Baylin, but claims that her lack of knowledge of the legal system prevented her from updating her address with the district court satisfies excusable neglect under Mont.R.Civ.P. 60(b). District Court Doc. 27, pgs. 1-2. Even if, contrary to the facts, Aria had not been provided with notice, Aria still failed to satisfy the other three criteria to justify excusable neglect.

Aria left the marriage with significantly more of the couples' funds than Baylin. District Court Doc. 22, pg. 6. She continuously siphoned funds from his bank account for months afterwards. *Id.*; *Id.* at Ex. 12, Request for Admission No. 5.; *Id.* at Ex. 13, Bank Statements; *Id.* at Ex. 14, Notice of Debt Email. She left the marriage with a graduate degree, fully employed, while Baylin was still in school full time and unemployed. *Id.* at Baylin Craythorn Aff. Baylin had to endure all of this while paying for the mortgage entirely and the needed repairs to sell the home post Aria's motion, to Aria's own admission. *Id.* at Ex. 12, Request for Production

2; *Id.* at Ex. 13, Bank Statements. The facts show that Baylin is the proper candidate for equitable relief.

## **B. BAYLIN DID COMPLY WITH THE DISSOLUTION DECREE**

Aria further states that Baylin failed to comply with the dissolution decree. District Court Doc. 27, pg. 2. The district court, in adopting this reasoning, is not only incorrect, but arguably contradictory in doing so.

Aria's main justification to state that Baylin failed to comply with the decree was that selling the home took a long time. *Id.* Notably, in her argument, she lists several administrative tasks that Baylin engaged in to comply with the decree, without citing to her own participation at all. *Id.* Indeed, the decree, recognized within the district court minutes, was initially being inquired as to why Baylin *and* Aria had failed to comply with the decree. Minute Entry, District Court Doc. 15. Aria, by her own admission, did not participate in readying the home for sale after November of 2024. District Court Doc. 22 at Ex. 12, Request for Admission 3. Aria only served to hinder any ability to comply with the decree, while generally not participating in its execution. *Id.*

The record is full of activity indicating Baylin's efforts to comply with the dissolution decree. He engaged in repairing Aria's damage to the property for months, costing thousands. Tr. 19-21; District Court Doc. 22 at Ex. 13; *Id.* at

Braxton Craythorn Aff. ¶¶ 7-10; *Id.* at Shepherd Aff. ¶¶ 8-11; *Id.* at Haugo Aff. ¶¶ 4-7; *Id.* at Ex. 3, Buying and Selling email; *Id.* at Ex. 4, Legal Pestering email; *Id.* at Ex. 13. He contracted a realtor to sell the property. *Id.* at Exs. 3-4; Tr. 19-21. The price of the property had to be reduced repeatedly to comply with Aria's demands. *Id.* Above all of these things, the district court acknowledged Baylin's work at complying with the dissolution decree, with Judge Owen directly telling Aria: "[...Baylin] is doing everything that he can to remove you from the mortgage or alternatively to sell the house." Tr. 29, lines 4-6. Additionally, Judge Owen verbally stated that Aria's motion to enforce the decree would be considered dismissed as moot at the October 30, 2024 hearing. District Court Doc. 21.5, ¶ 5; District Court Doc. 20. The district court, by agreeing with Aria's reasoning and allegation that Baylin failed to comply with the decree, is at minimum contrary to itself, and at most, incorrect in this statement of law.

**C. NON PREVAILING PARTIES CAN STILL BE ENTITLED TO  
ATTORNEY'S FEES UNDER MONT. CODE ANN. § 40-4-110**

Aria states that courts should not award attorney's fees under § 40-4-110 to parties who fail to comply with a dissolution decree. Baylin complied with the dissolution decree, with little evidence supporting that Aria did, or even tried. Regardless of that assertion, the Supreme Court has been vocal that fees under this

statute can be awarded to parties regardless of their prevailing status in a dissolution case.

“It is also important to note that § 40-4-110 does not require a party to prevail to receive attorney's fees. Under § 40-4-110, ‘attorney fees are based on the respective financial resources of the parties and not based on which party prevailed.’ *In re Marriage of Brownell*, 263 Mont. at 85, 865 P.2d at 311. Instead, the district court judge examines what is reasonable in light of each party's circumstances. *Weibert v. Weibert*, 2015 MT 29, ¶ 13, 378 Mont. 135, 138, 343 P.3d 563, 565.” Such fees must be: 1) necessary; 2) reasonable; and 3) be based on competent evidence. *Pfeifer v. Pfeifer*, 282 Mont. 461, 938 P.2d 684, 54 (1997).

In his initial motion for fees, Baylin argued that he was entitled to fees under the criteria of § 40-4-110 (being necessary, reasonable, and based on competent evidence). District Court doc. 22.<sup>5</sup> Even if Aria was correct in her assertion that Baylin failed to adhere to the dissolution decree, he could still be entitled to attorney's fees under § 40-4-110. By agreeing with Aria, the district court is making an incorrect conclusion of law.

---

<sup>5</sup> He still believes the district court was correct in granting him those fees under those arguments.

#### **D. DEBTORS NEED NO ADVANCE WARNING OF A WRIT OF EXECUTION**

Aria, and the district court through incorporation, maintain that debtors need to be provided notice of a writ of execution before such a writ is levied. This is incorrect, and doing so would frustrate the purpose of writs.

*After* an officer levies a judgment debtor's property in furtherance of executing a writ, the levying officer must notify the debtor within five days of a successful seizure. Mont. Code Ann. § 25-13-211(a). "There is no requirement for notice prior to obtaining a warrant of execution..." *Salminen v. Morrison & Frampton, PLLP*, 2014 MT 323, ¶ 34, 377 Mont. 244, 254, 339 P.3d 602, 611.

Aria received the notice required to her of the writ of execution after the levy on her bank account. District Court Doc. 27, pg. 14. This alone would satisfy the notice requirements of writs of execution. However, Baylin, understanding that Aria might maintain incorrect allegations of notice, informed Aria of the possibility of writs and other related consequences to not fulfilling the judgment repeatedly. District Court Doc. 29 at Ex. 1, Attorney's Fees email exchange, November 21, 2024; *Id.* at Ex. 2, Debtor's Hearing email exchange, February 11, 2025.

Aria, and the district court through its incorporation of her arguments, make incorrect conclusions of law regarding notice of executed writs here.

**E. JUDGMENTS THAT FAIL TO STATE AN EXACT AMOUNT DUE SHOULD BE CORRECTED, NOT VACATED**

Lastly, Aria attacked the sufficiency of the judgment. Admittedly, her legal argument has merit regarding this issue, but the district court's applied remedy was incorrect.

Parties unsatisfied with a district court judgment in Montana have 30 days to appeal from the date the judgment was entered. M. R. App. P. 4(5)(a)(i). In Montana, judgments must show the amount due on the judgment. § 25-9-203. A party granted a favor of judgment may, at any time pursuant to applicable statutes of limitations, obtain and enforce a writ of execution. § 25-13-101(1). In cases where judgments have been confusing due to not clearly stating the amount due, the Supreme Court has remanded those cases to the district court to state the exact judgment amount. *Mt. W. Bank, N.A. v. Helena Christian Sch., Inc.*, 2012 MT 194, ¶ 21, 366 Mont. 165, 170, 285 P.3d 588, 591.

Baylin admits the judgment is insufficient due to not stating the exact amount due. He, like Aria, had little to no legal experience surrounding this issue, and thought that by issuing writs that matched the amount actually due for the judgment, the district court had satisfied the requirements of § 25-9-203. However, it appears that the precedent set in *Mt. W. Bank* would indicate otherwise, and that

this Court would remand a judgment that fails to comply with § 25-9-203 to the district court to issue a judgment that states the exact amount due.

### **Conclusion**

The district court, through adopting the entirety of Aria's reasoning in their order, relied on several erroneous statements of fact and incorrect conclusions of law. It did so in a manner that was contrary to its earlier actions and the statements of Judge Owen throughout this litigation. By doing so, it seems the district court establishes various conclusions of law that appear to be incompatible with Montana Supreme Court precedent: requiring notice to a debtor before a writ of execution is levied, the propriety of awarding fees under § 40-4-110, and finding excusable neglect on a faulty argument of inadequate notice are all conclusions of law that defy Supreme Court precedent.

In doing so, the district court ignored several clear facts, some of which being directly and expressly acknowledged by the court during litigation. Regarding its own sent copy of the judgment as insufficient notice of the judgment, vacating a judgment that it already issued writs of execution for, and deciding that Baylin failed to comply with the dissolution decree after stating on the record that he was in fact doing "everything" he could to do so are unsubstantiated conclusions of law. If a motion for clarification was widely recognized in Montana,

Baylin would have filed that instead of this appeal. However, Baylin opted against filing such a motion to avoid losing his opportunity to appeal.

Because the district court, through Aria's reasoning, relied on such confusing and incorrect grounds to justify relief to Aria, the relief granted to her should be overturned. The insufficiency of her arguments were evident and clear upon a review of the record, and ignoring such, while adopting hostile legal arguments to Montana precedent, the district court acted in a manifest abuse of discretion. While Aria's claim of a deficient judgment is not legally unsubstantiated, the correct remedy is for the district court to produce a new judgment clearly stating the amount due, not dismiss it.

For these reasons, Baylin respectfully asks the Supreme Court of Montana to reverse the district court's order granting excusable neglect relief to Aria, and to remand the case with instructions to issue a new judgment stating a firm amount due.

Respectfully,  
Baylin Craythorn  
91 Friendspring Road  
Whitehall MT, 59759  
(406) 240-5562  
baylincraythorn101@gmail.com

*Pro Se Appellant*

**CERTIFICATE OF SERVICE**

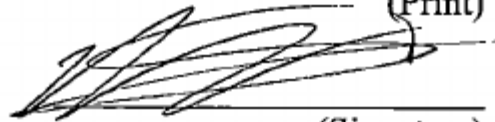
I certify that I have filed this Response and Objection to Motion with the Clerk of the Supreme Court and that I have emailed a copy of this brief and its attachments to the following, as stipulated by the parties:

Aria Leigh Beitler Williams  
7944 S 6115 W  
West Jordan UT, 84081  
(775) 901-1735  
ariawilliams14@gmail.com  
*Pro Se Appellee*

This 17 Day of July, 2020

Baylin Craythorn

(Print)



(Signature)

July 17, 2020  
(Date)

**CERTIFICATE OF COMPLIANCE**

I hereby certify that the foregoing brief is proportionally spaced typeface of 14 points and does not exceed 10,000 words.

Baylin Craythorn

(Print)



(Signature)