IN THE SUPREME COURT OF THE STATE OF MONTANA

Case No. DA 25-0437

IN THE MATTER OF THE ESTATE OF
ANN LAFFERTY PFEIFER-MURPHY,

Deceased.

APPELLEE'S ANSWER BRIEF

Appealed from the Twelfth Judicial District of the
State of Montana, in and for the County of Chouteau
Case No. DV-8-2020-0000022-FJ

The Honorable Kaydee Snipes Ruiz

Attorneys for Appellee the Estate of Ann Lafferty Pfeifer-Murphy
Michelle K. Ostrye
Silverman Law Office, PLLC
1745 S. 19th Ave., Suite 2
Bozeman, MT 59718
Telephone: (406) 582-8822
Email: michelle@mttaxlaw.com

Attorneys for Appellants Cook-Reynolds Partnership and Linda Reynolds
Paul A. Sandry
Johnson, Berg, & Saxby, PLLP
221 First Avenue East
PO Box 3038
Kalispell, MT 59903-3038
Telephone: (406) 755-5535
Email: psandry@jbsattorneys.com

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STATEMENT OF ISSUES PRESENTED FOR REVIEW

1. Whether Linda Reynolds' individual appeal must be dismissed because the Order of Judgment granted no relief against her.

2. Whether the District Court abused its discretion in denying Appellants' Rule 60(b) Motion as untimely when it was filed more than four years after entry of the Order of Judgment.

3. Whether the Full Faith and Credit Clause of the United States Constitution requires enforcement of the Order of Judgment in Montana given that the Cook-Reynolds Partnership consented to the Idaho Court's exercise of personal jurisdiction and waived any alleged jurisdictional and service of summons errors.

4. Whether Appellants authorized Gerald Cook to incur debt to the Estate and to defend the Cook-Reynolds Partnership either explicitly, by ratification, or by failing to disclose any alleged lack of authority to the Estate or the Idaho Court.

5. Whether Appellants' failure to raise their lack of consideration argument in the District Court precludes this Court from considering that point on appeal.

6. Whether the Estate's forbearance from pursuing its claims through trial was consideration for the Confidential Settlement Agreement.

STATEMENT OF THE CASE

This case is the continuation of Appellants' illegitimate and vexatious collateral attack against a valid Idaho Order of Judgment to which the Cook-Reynolds partnership consented more than four years ago. The Order of Judgment is entitled to full faith and credit and is enforceable against the Cook-Reynolds Partnership's property in Montana pursuant to the Uniform Enforcement of Foreign Judgments Act. Appellants' attack is untimely, violates the United States Constitution, fails to satisfy Rule 60(b), and is barred by waiver and res judicata. For these reasons, the District Court did not err in denying Appellants' motion to vacate the Order of Judgment.

The case is a probate case originating in the First Judicial District Court in and for Bonner County, Idaho (Case No. CV-2005-696) (the "Idaho Probate Case"). There, Karin Cook as personal representative for Appellee the Estate of Ann Lafferty Pfeifer-Murphy (the "Estate") mismanaged and misappropriated Estate money and assets to the tune of at least $1 million, including unpaid debts owed to the Estate and secured by the Cook-Reynolds Partnership's real property in Chouteau County, Montana (the "Chouteau County Property").[1] That

[1] This property is described in the Affidavit of Linda Reynolds filed January 2, 2025 (App. 1) and is referred to herein as the "Chouteau County Property."

Partnership is a Montana general partnership comprised of Gerald Cook (Karin Cook's husband) and Appellant Linda Reynolds, Gerald Cook's sister.

When the Estate's beneficiaries learned of Karin Cook's misconduct, they filed a petition in the Idaho Probate Case on March 9, 2020, to restrain Karin and Gerald Cook, the Cook-Reynolds Partnership and others from transferring any Estate assets and further encumbering the Chouteau County Property (among other things). The court held a hearing on the petition in which Gerald Cook voluntarily appeared both personally and on behalf of the Cook-Reynolds Partnership, thereby waiving any objections to personal jurisdiction or service of summons.

Although the Estate was not required to notify Linda Reynolds of the proceedings, on March 12, 2020, the Estate emailed her a courtesy copy of the petition and notice of the proposed order of restraint. She acknowledged receipt of the documents but dismissed them as her brother Gerald Cook's problem and took no action.

Later in the case, the Estate sought a money judgment against the Cook-Reynolds Partnership and others for contract and tort liability arising from their involvement with the Estate and its assets. To avoid a trial, the Estate, the Cook-Reynolds Partnership (acting through Gerald Cook) and others entered into a Confidential Settlement Agreement wherein the Cook-Reynolds Partnership expressly admitted tort and contract liability to the Estate.

As part of the Confidential Settlement Agreement, the Cook-Reynolds Partnership (through Gerald Cook) executed a Stipulation for Entry of Judgment (the "Stipulation") against the Partnership and in favor of the Estate for $1,072,944.78 plus interest. Pursuant to this Stipulation, on September 4, 2020, the Idaho court entered an Order of Judgment of $1,072,944.78 plus interest against the Cook-Reynolds Partnership. The Cook-Reynolds Partnership did not appeal the Order of Judgment and the time for doing so has long passed.

The Estate domesticated the Order of Judgment by filing it in the Chouteau County, Montana District Court (the "District Court") on September 11, 2020. More than 4 years later, in January of 2025, when the Estate sought to enforce the Order of Judgment against the Chouteau County Property, the Cook-Reynolds Partnership, then purporting to act through Appellant Linda Reynolds, improperly attempted to attack the validity of the 2020 Order of Judgment through a Rule 60(b) Motion to Vacate Judgment (the "Rule 60(b) Motion"). She falsely contends Gerald Cook did not have authority to act on behalf of the Partnership even though four years earlier she specifically relied on him to take care of the Partnership's involvement in the Idaho Probate Case. She erroneously asserts that because she is now the spokesperson for the Cook-Reynolds Partnership, she is entitled to relitigate that action.

The Rule 60(b) Motion was fully briefed and heard, and the Rule 59(f) deadline for ruling was extended to 120 days. The District Court did not issue a ruling before the extended deadline expired (or anytime thereafter), so the Rule 60(b) Motion was deemed denied on June 4, 2025. This appeal arises from the denial of the Rule 60(b) Motion. The denial was proper and must be affirmed.

STATEMENT OF RELEVANT FACTS

In April 2005, Mrs. Ann Lafferty Pfeifer-Murphy passed away in Idaho, her state of residence. *See* Mem. in Supp. of Pet. to Restrain and Demand for Bond p. 1 (Ex. 2 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). Her husband initiated the Idaho Probate Case and served as personal representative. *Id*. When he passed away in October of 2007, Karin Cook was appointed successor personal representative. *Id*. For twelve years, she grossly mismanaged the Estate, misappropriating cash and assets for the benefit of herself, the Cook-Reynolds Partnership, and others. *See* Confidential Settlement Agreement pp. 1-2 (App. 3) and Stipulation for Entry of Order of J. (Ex. 8 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2).

On September 17, 2008, Gerald Cook signed a document describing a $225,000 "investment" the Estate made in Pneumex, Inc. which is one of Gerald Cook's businesses. *See* Ex. 1 p. 2 to Resp. in Opp'n to Mot. to Quash Writ of Execution (App. 2). That document also recites that if the money was not repaid,

Gerald's land in Chouteau County would be sold. *Id*. At that time, however, Gerald Cook individually owned no land in Chouteau County, so he effectively pledged the Chouteau County Property to the Estate to secure the "investment" which was never repaid.

On March 6, 2014, Gerald signed a promissory note payable to the Estate for $150,000. *See* p. 1 of Ex. 1 to Resp. in Opp'n to Mot. to Quash Writ of Execution (App. 2). In the note, he promised to repay the loan from the proceeds of the sale of the Chouteau County Property, again pledging that property as security for the loan. *Id.* Between the $225,000 "investment" and the $150,000 loan, the Chouteau County Property secured at least $375,000 in debt to the Estate, none of which was repaid.

Later that same year, the Cook-Reynolds Partnership took out a $202,997 loan from First Security Bank, also secured by the Chouteau County Property. *See* Ex. C to Resp. to Mot. to Vacate J. (App. 4). In the hearing on Appellants' Motion to Vacate Judgment, Ms. Reynolds testified that loan had been taken out by Gerald Cook for his business and that Gerald Cook was supposed to repay it but both she and her brother signed the mortgages. *See* Tr. from May 6, 2025, Hrg. 12:21-19:13 (App. 5). Presumably, this loan was intended to repay the Estate's previous "investment" or loan to Gerald Cook's business, but the Cook-Reynolds Partnership did not transfer the loan proceeds to the Estate. The Estate was entitled

to foreclose its security interests in the Chouteau County Property at that time but did not do so.

When the Estate's beneficiaries realized Karin Cook's misconduct, on March 9, 2020, they filed a Petition for Order Restraining Personal Representative, and Others with a supporting memorandum (collectively, the "Petition"). *See* Ex. 2 to Resp. in Opp'n to Mot. to Quash Writ of Execution (App. 2). Among other things, the Petition requested that the court restrain Karin Cook and the Cook-Reynolds Partnership from transferring assets and further encumbering the Chouteau County Property pledged to the Estate by the partnership as collateral. *Id*. A paralegal for the Estate's attorney e-mailed a courtesy copy of the Petition to Linda Reynolds, the other general partner in the Cook-Reynolds Partnership. In that email, the paralegal notified Ms. Reynolds that the Cook-Reynolds Partnership pledged the Chouteau County Property to the Estate. *See* Ex. 3 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). Ms. Reynolds acknowledged that she received the email, *id*., but she took no action and gave no thought to the Petition. *See* Tr. from May 6, 2025, Hrg. 33:13-34:21 (App. 5). Instead, she believed her brother, Gerald Cook, "would be taking care of it." *Id*.

On behalf of the Cook-Reynolds Partnership, Gerald Cook participated in the March 19, 2020, hearing on the Petition. *See* Court Minutes (Ex. 4 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). The court granted the

Petition over Gerald Cook's objection and entered an Order Restraining Personal Representative, and Others, including the Cook-Reynolds Partnership (the "Restraining Order"). *See* Ex. 5 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). In that Order, the Court stated, "[t]his matter came on for hearing March 19, 2020, pursuant to proper Notice…" *Id*. (emphasis added). The Estate's attorney emailed the Restraining Order to Linda Reynolds on March 30, 2020. *See* Ex. 6 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). Again, she took no action and did not appear in the Idaho Probate Case, apparently satisfied that Gerald Cook was "taking care of it" on behalf of the Cook-Reynolds Partnership.

In August of 2020, the Estate's beneficiaries, Karin Cook, Gerald Cook, the Cook-Reynolds Partnership (through Gerald Cook) and others entered into the Confidential Settlement Agreement. *See* Confidential Settlement Agreement pp. 1-2 (App. 3). In the Confidential Settlement Agreement, Karin Cook admitted using the Estate's cash and assets for her own personal gain and the Cook-Reynolds Partnership and others (collectively defined therein as the "Debtors") admitted benefiting from her misappropriation of Estate funds. *Id*. Paragraph D on page 5 of the Confidential Settlement Agreement states:

> This Agreement and the settlement provided for herein shall be construed and viewed as an admission by Cook and the Debtors of liability and wrongdoing. This Agreement, and the settlement provided for herein, shall be admissible in any lawsuit, administrative

> action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that Cook and the Debtors acted illegally, and in breach of law, contract and proper conduct.

Id. Thus, the Cook-Reynolds Partnership agreed that it breached its contractual obligation to repay the $375,000 debt to the Estate and that it committed torts against the Estate. In paragraph 1(B) on page 2 of the Confidential Settlement Agreement, the Cook-Reynolds Partnership agreed to entry and recording of a judgment against it in the amount of $1,072,944.78. *Id*.

Pursuant to the Confidential Settlement Agreement, the Cook-Reynolds Partnership (through Gerald Cook) signed the Stipulation for Entry of Order of Judgment in the amount of $1,072,944.78 against the Cook-Reynolds Partnership and in favor of the Estate (the "Stipulation"). *See* Ex. 8 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). In paragraph 1 on page 3 of the Stipulation, the Cook-Reynolds Partnership stated "[t]his Court has jurisdiction in this matter." *Id*. In paragraph 3 on page 3 of the Stipulation, the Cook-Reynolds Partnership stated, "[t]he Parties waive any right to appear and be heard…" *Id*. Gerald Cook signed the Stipulation as general partner of the Cook-Reynolds Partnership. *Id*. Based on this Stipulation, the Idaho probate court entered an Order of Judgment in favor of the Estate and against the Cook-Reynolds Partnership and others for $1,072,944.78. *See* certified copy of Order of J. at Ex. A to Notice of Submission of Estate's Hr'g Ex. (App. 6). The Clerk's Certificate of Service on the Order of

Judgment shows a copy was mailed to the Cook-Reynolds Partnership in care of Gerald Cook at his address and separately, in care of Linda Reynolds at her address. *Id*. The Estate domesticated the Order of Judgment in Montana by filing it in the District Court on September 11, 2020. *See* filed Order of J. (App. 7).

Although Ms. Reynolds currently denies receiving the Order of Judgment, she admitted her address on the Certificate of Service was correct. *See* Tr. from May 6, 2025, Hrg. 41:5-6 (App. 5). She also testified that she did not pay attention to any mail at the time the Order of Judgment was mailed to her in September of 2020. *Id*. at 41:5-14 (App. 5). Until 2025, the Cook-Reynolds Partnership never repudiated the Confidential Settlement Agreement, never consulted or retained an attorney in the Idaho Probate Case, never contested the jurisdiction of the Idaho probate court to enter the Order of Judgment, and did not appeal the Order of Judgment to any appellate court in Idaho. Linda Reynolds and the Cook-Reynolds Partnership did absolutely nothing about the Order of Judgment for more than four years.

Finally, when the Estate filed its Application for Writ of Execution in the District Court on December 18, 2024, to execute on the Order of Judgment, the Cook-Reynolds Partnership, now purporting to act through Linda Reynolds, unlawfully and collaterally attacked the Order of Judgment. *See* Mot. to Quash Writ of Execution (filed Jan. 2, 2025) (App. 8). Additionally, Linda Reynolds

individually purported to join the litigation even though the Order of Judgment was not against her. *See* Br. in Supp. of Mot. to Vacate J. (App. 9).

STANDARD OF REVIEW

Ordinarily, this Court reviews a district court's ruling on a motion pursuant to Montana Rule of Civil Procedure 60(b) for abuse of discretion. *Essex Ins. Co. v. Moose's Saloon, Inc.*, 2007 MT 202, ¶ 16, 338 Mont. 423, 429, 166 P.3d 451, 455-456. However, where, as here, an appellant seeks relief under Rule 60(b)(4) on the ground that the judgment is void, the standard of review is de novo, since the determination that a judgment is or is not void is a conclusion of law. *Id*.

The standard of review for a district court's order on a Rule 60(b)(6) motion is abuse of discretion. *In re Marriage of Remitz*, 2018 MT 298, ¶ 8, 393 Mont. 423, 425, 431 P.3d 338, 340.

SUMMARY OF APPELLEE'S ARGUMENT

The Court must affirm the District Court's denial of Appellants' Rule 60(b) Motion directed against the Idaho Order of Judgment, which was properly domesticated in Montana. The Motion is untimely because it was filed more than four years after the Order of Judgment was entered. This is not a "reasonable time" under Rule 60(b), and Appellants' lack of diligence in monitoring their mail and legal affairs caused the delay. Their failure to appeal the Order of Judgment also is fatal to their Motion. Additionally, the Order of Judgment is entitled to full faith

and credit in Montana. The Uniform Enforcement of Foreign Judgments Act ("UEFJA") supports this, and Appellants failed to demonstrate that the Order of Judgment was void due to lack of personal jurisdiction. The Cook-Reynolds Partnership waived any alleged jurisdictional and service of summons errors by voluntarily appearing in the Idaho Probate Case, agreeing to the court's jurisdiction, and stipulating to the Order of Judgment. Gerald Cook had explicit authority to act on behalf of the Partnership and, to the extent needed, Linda Reynolds ratified his actions.

The doctrine of *res judicata* further precludes Appellants from challenging the Idaho court's determination of personal jurisdiction. The Cook-Reynolds Partnership had the opportunity to contest jurisdiction but chose to consent instead. The elements of claim and issue preclusion are satisfied, barring Appellants' attack on the judgment.

Last, Appellants' argument that the Confidential Settlement Agreement lacked consideration was not raised in the District Court and is therefore not considered on appeal. The Agreement was supported by consideration, as the Estate forwent its right to trial in exchange for the settlement.

The District Court properly treated the Order of Judgment as a Montana judgment which cannot be reexamined on its merits and denied the Rule 60(b) Motion. This Court should summarily affirm.

APPELLEE'S ARGUMENT

I. Appellants' Rule 60(b) Motion Was Not Filed Within a "Reasonable Time," so the District Court Did Not Abuse its Discretion in Denying that Motion as Untimely.

Montana Rule of Civil Procedure 60(c)(1) requires that a motion directed to a judgment under Rule 60(b) be made within a "reasonable time" after the judgment is entered. Questions of timeliness under Rule 60(b) are addressed to the sound discretion of the court, and the court's judgment will be overturned only upon a showing of abuse of discretion. *In re Marriage of Waters*, 223 Mont. 183, 189, 724 P.2d 726, 730 (1986).

"Rule 60(b)(4) does not provide a license for litigants to sleep on their rights." *United Student Aid Funds, Inc. v. Espinosa*, 559 U.S. 260, 275, 130 S.Ct. 1367, 1380, 176 L.Ed.2d 158 (2010). This Court has held that filing a motion more than five months after a district court declined to rule on a first motion is not acting within a reasonable time to set aside judgment. *Bahm v. Southworth*, 2000 MT 244, ¶ 16, 301 Mont. 434, 438, 10 P.3d 99, 102. The U.S. District Court for the District of Montana has held that a delay of a year and a half for filing a motion under Rule 60(b) made the motion untimely. *Peterson v. Salmonsen*, 2025 WL 621879, at *1 (D. Mont. Feb. 26, 2025).

Appellants' Rule 60(b) Motion was filed February 3, 2025—more than four years after the Order of Judgment was entered. *See* Mot. to Vac. (App. 10). Linda

Reynolds admits she received the Petition to restrain the Cook-Reynolds Partnership and was informed the Cook-Reynolds Partnership pledged its property to the Estate in March of 2020, *see* Ex. 3 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2), but she did not read that email correspondence or its attached documents. *See* Tr. from May 6, 2025, Hrg. 33:10–34:21 (App. 5). She testified that she generally did not open or read her mail in 2020 because she was assisting her daughter who was undergoing cancer treatment. *Id.* at 28:7–29:10 (App. 5). She also did not ask someone else to handle her mail in her absence. Nor did she go back and read her accumulated mail and messages after her daughter's cancer treatment ended.

Linda Reynolds also asserts she did not receive the 2020 Order of Judgment mailed to her, so she did not know about it until 2024. The Idaho court clerk certified that she mailed the Order of Judgment to Ms. Reynolds the day it was entered. *See* Clerk's Certificate of Service on the Order of J. (App. 7). Ms. Reynolds admitted during the hearing on the Motion that the address on the certificate of service was her correct mailing address. *See* Tr. from May 6, 2025, Hrg. 41:5-14 (App. 5). Montana Code Annotated section 26-1-602(24) creates a disputable presumption that a letter duly directed and mailed was received in the regular course of the mail. Under Montana Rule of Evidence 301(b)(2), this presumption may be overcome by a preponderance of evidence contrary to the

presumption. Unless the presumption is overcome, a trial court is required to find the assumed fact in accordance with the presumption. Mont. R. Evid. 302(b)(2).

Ms. Reynolds offered no evidence to rebut this presumption of delivery of the Order of Judgment to her. To the contrary, in her brief, Ms. Reynolds admits the Order of Judgment might have been in the 2020 mail she permanently ignored. She exercised no diligence at all and failed to conduct her affairs in a reasonable manner. The failure to monitor or have someone else monitor mail constitutes negligence. *See In re Wilson*, 349 B.R. 831, 833 (Bankr. D. Idaho, 2006) (finding a default judgment was properly entered due to the debtor's own negligence since he failed to properly monitor his mail, in the belief that it would consist of "junk and bills"); *Fischer v. Barnett Bank of S. Fla.*, 511 So.2d 1087, 1088 (Fla. Dist. Ct. App. 1987) (the failure to monitor, or have someone monitor mail for a pending suit, is inexcusable and grossly negligent). Because Ms. Reynolds failed to rebut the presumption she received the Order of Judgment in 2020, the District Court was required to find the Order of Judgment was delivered to her and to reject her assertion that she did not receive the Order of Judgment until late 2024.

Most importantly, general partner Gerald Cook knew of and consented to the Order of Judgment on behalf of the Partnership. Therefore, Linda Reynolds' personal knowledge or alleged lack thereof is irrelevant and cannot support the Rule 60(b) Motion. The Order of Judgment is not against her.

This Court must affirm the District Court's finding. Ms. Reynolds inexcusably waited four years to file her Motion. Under these circumstances, Ms. Reynolds acted unreasonably and as a result, the Motion was properly denied.

II. Appellants Failed to Demonstrate the Idaho Order of Judgment Was Void for Want of Personal Jurisdiction so that Judgment Must Be Enforced by Montana's Courts.

The United States Constitution states in part, "Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State." U.S. Const., Art. IV, § 1. The UEFJA was enacted to implement the Full Faith and Credit Clause and it provides the procedure for enforcing foreign judgments. *Carr v. Bett*, 1998 MT 266, ¶ 41, 291 Mont. 326, 338, 970 P.2d 1017, 1024. Montana's version of the UEFJA states the court:

> clerk shall treat the foreign judgment in the same manner as a judgment of a district court of this state. A judgment so filed has the same effect and is subject to the same procedures, defenses, and proceedings for reopening, vacating, or staying as a judgment of a district court of this state and may be enforced or satisfied in like manner.

Mont. Code Ann. § 25-5-503. The full faith and credit obligation owed to final judgments is exacting and a final judgment rendered by a state court is entitled to full faith and credit in the courts of its sister states. *Underwriters Nat'l Assur. Co. v. North Carolina Life and Accident and Health Ins. Guar. Ass'n*, 455 U.S. 691, 703-704, 102 S.Ct. 1357, 1365-1366, 71 L.Ed.2d 558 (1982). "Registering a foreign judgment does not allow the underlying merits of a foreign judgment to be

reexamined by the forum state; foreign judgments under Montana's UEFJA thus are accorded deference to avoid offending the Full Faith and Credit Clause." *Boudette v. Boudette*, 2019 MT 268, ¶ 14, 397 Mont. 519, 525, 453 P.3d 893, 896.

Notwithstanding these rules, a defense directed at the validity of the foreign judgment may be raised to destroy the full faith and credit obligation owed to a final judgment. *Carr*, 1998 MT 266, ¶ 42. For example, if the foreign court did not have personal jurisdiction over the relevant parties, full faith and credit need not be given. *Underwriters Nat'l Assur. Co.*, 455 U.S. at 705, 102 S.Ct. at 1366. A party may file a Rule 60(b) motion in the forum court to set aside the foreign judgment on the basis the foreign court lacked jurisdiction over the movant. *Carr*, 1998 MT 266, ¶ 31.

Under Montana Rule of Civil Procedure 60(b)(4), "[o]n motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding" if the judgment is void for lack of personal jurisdiction. *In re Marriage of Wendt*, 2014 MT 174, ¶ 11, 375 Mont. 388, 391, 329 P.3d 567, 569. Additionally, Rule 60(b)(6) allows a court to set aside a judgment for "any other reason that justifies relief." Appellants are not entitled to a Rule 60(b) exception to mandatory application of full faith and credit to the Order of Judgment.

A. The District Court Did Not Abuse its Discretion in Denying Appellants' Motion to Vacate the Order of Judgment Under Rule 60(b)(6).

Appellants assert the District Court should have set aside and refused to enforce the Order of Judgment as void for want of personal jurisdiction under Montana Rule of Civil Procedure 60(b)(4). That Rule permits a court to relieve a party from a judgment for any reason justifying relief that is not stated in other subsections of Rule 60(b). Appellants' failure to appeal the Order of Judgment, their reliance on Rule 60(b)(4), and their inability to meet the required elements for Rule 60(b)(6) relief precluded the District Court from setting aside the Order of Judgment under Rule 60(b)(6).

Rule 60(b)(6) is not a substitute for appeal. *Essex Ins. Co. v. Moose's Saloon, Inc.*, 2007 MT 202, ¶¶ 20–23, 338 Mont. 423, 431, 166 P.3d 451, 457. Generally, the failure to appeal for almost any reason is fatal to a motion to set aside a judgment under Rule 60(b). *Id*. ¶ 29. '"If allowed, it would in essence make a Rule 60(b) motion a substitute for appeal, which is an improper use of the motion."' *Id*. (quoting *Koch v. Billings Sch. Dist. No. 2*, 253 Mont. 261, 271, 833 P.2d 181, 187 (1992)).

Relief under Rule 60(b)(6) "is appropriate only in extraordinary circumstances which go beyond those covered by the first five subsections of the rule." *Id.* ¶ 20. To seek relief under this rule, a party must first show that none of

the other five reasons in Rule 60(b) apply. *Id*. ¶ 21. If a party fails to make this showing, the court should deny the motion. *Id*. ¶ 23.

Here, Appellants failed to appeal the Order of Judgment in Idaho. This fact alone is fatal to their Rule 60(b)(6) motion. Furthermore, Appellants rely heavily on Rule 60(b)(4) in contending the Order of Judgment is void. Nowhere in their brief do Appellants contend that Rule 60(b)(4) or any of the other subsections of Rule 60(b) do not apply. For this additional reason, their Rule 60(b)(6) motion was properly denied under *Essex Insurance Company*.

Finally, Appellants failed to meet the required elements of a Rule 60(b)(6) motion: (1) extraordinary circumstances; (2) acting to set aside the judgment within a reasonable period of time; and (3) blamelessness. *Id*. ¶ 25. No extraordinary circumstances exist in this case because Appellants had the opportunity to appeal the Order of Judgment to an Idaho appellate court but failed to do so. Appellants' "voluntary, deliberate, free, and untrammeled choice" not to appeal the Order of Judgment establishes that the requisite extraordinary circumstances do not exist in this case. *Id*. ¶ 26 (citing *Ackermann v. United States*, 340 U.S. 193, 200, 71 S.Ct. 209, 212, 95 L.Ed.2d 207 (1950)). Ms. Reynolds affirmatively and negligently chose not to open her mail in 2020, she chose not to have someone do it for her, and she chose not to go back and read her mail after her daughter's treatment ended. Had she done any of these things, she would have

seen the Order of Judgment which was mailed to her in September of that year, and she could have timely appealed that judgment or requested an extension of time to do so. While her daughter's cancer treatment was an unfortunate circumstance, she remained responsible for keeping informed of legal developments affecting her interest in the partnership. Her failure to do so precludes her from arguing extraordinary circumstances now.

Next, as discussed above, Appellants did not file the Rule 60(b) Motion within a reasonable time. The time for their Motion began ticking when the Order of Judgment was entered in September of 2020, not when the Estate sought a writ of execution to enforce that judgment on December 18, 2024. Unreasonably ignoring their mail in 2020 caused Appellants' four-year delay.

Last, Appellants have not shown they were blameless. The Cook-Reynolds Partnership admitted to misappropriating Estate money and benefitting from Karin Cook's theft and mismanagement of Estate property. That one general partner (Gerald Cook) spoke for the Partnership in 2020 and the other general partner (Linda Reynolds) purports to speak for the Partnership now is irrelevant. The Cook-Reynolds Partnership's misconduct is not vitiated simply because Ms. Reynolds disagrees with her partner's actions on behalf of the Partnership.

Appellants have not shown that Rule 60(b)(4) does not apply, and they have failed to satisfy the elements for relief under Rule 60(b)(6). They failed to appeal

the Order of Judgment. For these reasons, the District Court properly acted within its discretion in denying the Motion. Because there was no error, the Court must affirm this decision.

B. Because the Cook-Reynolds Partnership Waived Personal Jurisdiction and Service of Process, the Idaho Order of Judgment Is Entitled to Full Faith and Credit.

Rule 60(b) provides an exception to the principle of finality of judgment. It allows a party to request relief from a final judgment in limited circumstances, such as when the final judgment is void. *United Student Aid Funds, Inc.*, 559 U.S. at 269-270, 130 S.Ct. at 1377. The list of defects that render a judgment void "is exceedingly short; otherwise, Rule 60(b)(4)'s exception to finality would swallow the rule." *Id*., 559 U.S. at 270, 130 S.Ct. at 1377. Rule 60(b)(4) applies only in rare situations where a judgment is based on a defect in personal jurisdiction or there was a violation of due process that deprives a party of notice or the right to be heard. *United Student Aid Funds, Inc.*, 559 U.S. at 271, 130 S.Ct. at 1377. Appellants cannot avail themselves of either category because they waived those defenses.

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1. The Cook-Reynolds Partnership Waived any Alleged Jurisdictional Errors by Voluntarily Appearing in the Idaho Probate Case, Expressly Stating that Personal Jurisdiction Existed, and Stipulating to Liability and Entry of the Order of Judgment.

The burden of proving that the Idaho court allegedly lacked personal jurisdiction over the Cook-Reynolds Partnership lies with Appellants as the moving parties. *Williams v. North Carolina*, 325 U.S. 226, 233-234, 65 S.Ct. 1092, 1095, 89 L.Ed. 1577, 1581 (1945). "On a Rule 60(b)(4) motion based on a lack of personal jurisdiction, the moving party must show not only a lack of personal jurisdiction, but also that he or she did not waive the lack of jurisdiction and voluntarily submit to the court's jurisdiction." *Utah Down Syndrome Found., Inc. v. Utah Down Syndrome Ass'n*, 2012 UT 86, ¶ 66, n. 16, 293 P.3d 241, 258 n.16 (Lee, J. concurring) (quoting *Ferdman v. Consulate Gen. of Israel*, No. 98 C 1555, 1999 WL 92917, at *2 (N.D. Ill. Feb. 17, 1999) (quoting 12 Moore's Federal Practice § 60.44[3])). This is consistent with Montana Code Annotated Section 26-1-602(16) which creates a disputable presumption that a judge acting in his or her official capacity, whether in Montana or any other state, was acting in the lawful exercise of the judge's jurisdiction. Appellants have not rebutted this presumption and cannot meet their burden of proving they did not waive personal jurisdiction because the Cook-Reynolds Partnership affirmatively waived this defense.

Idaho Rule of Civil Procedure 12(b)(2) provides that a defendant must raise lack of personal jurisdiction in its first responsive pleading or by motion. Failing to do so waives this defense. *Id*. Rule 12(h)(1). Rule 4.1(a) states that the voluntary, general appearance of a party "constitutes voluntary submission to the personal jurisdiction of the court." It has long been held that personal jurisdiction—unlike subject matter jurisdiction—may be waived. *Smith v. Idaho*, 392 F.3d 350, 355 (9th Cir. 2004) (citing *Ins. Corp. of Ireland, Ltd. v. Compagnie des Bauxites de Guinee*, 456 U.S. 694, 703, 102 S.Ct. 2099, 72 L.Ed.2d 492 (1982)). In considering Rule 60(b) motions asserting a judgment is void for want of personal jurisdiction, courts "generally have reserved relief only for the exceptional case in which the court that rendered judgment lacked even an 'arguable basis' for jurisdiction." *United Student Aid Funds, Inc.*, 559 U.S. at 271, 130 S.Ct. at 1377 (quoting *Nemaizer v. Baker*, 793 F.2d 58, 65 (2d Cir. 1986)).

Appellants assert the Idaho Court lacked personal jurisdiction over the Cook-Reynolds Partnership even though its general partner appeared before that court in person for a hearing, agreed in writing the court had jurisdiction, and stipulated to the Order of Judgment against the Cook-Reynolds Partnership.

Appellants do not dispute that Gerald Cook is a general partner in the Cook-Reynolds Partnership or that he appeared in the Idaho Probate Case. Instead, they argue personal jurisdiction over the Cook-Reynolds Partnership did not exist

because Gerald Cook did not have authority to act on behalf of the Partnership in that case. Because this contention fails, Appellants have not met their burden of showing the Cook-Reynolds Partnership did not waive personal jurisdiction. Therefore, their Rule 60(b)(4) Motion was properly denied.

a. Linda Reynolds Explicitly Authorized Gerald Cook to Defend the Cook-Reynolds Partnership and She Ratified the Debt and the Legal Positions Taken by Gerald Cook on Behalf of the Partnership.

It is undisputed that the Cook-Reynolds Partnership is a Montana general partnership governed by title 35, chapter 10 of the Montana Code. A partnership is liable for loss to another party caused by a wrongful act or omission or other actionable conduct of a partner acting in the ordinary course of business of the partnership or with the authority of the partnership. *Id*. § 35-10-305(1). Also, if, in the course of its business, a partnership receives money from someone who is not a partner, such as the Estate in this case, and that money is misapplied by a partner while it is in the custody of the partnership, the partnership is liable for the loss. *Id*. § 35-10-305(2). Last, subject to the effect of a statement of partnership authority,

> (1) each partner is an agent of the partnership for the purpose of its business. An act of a partner, including the execution of an instrument in the partnership name, for apparently carrying on in the ordinary course of the partnership business or business of the kind carried on by the partnership binds the partnership unless the partner has no authority to act for the partnership in the particular matter and the person with whom the partner is dealing knows or has received a notification that the partner lacks authority.

Mont. Code Ann. § 35-10-301(1) (emphasis added).

In this case, Appellants first contend the Cook-Reynolds Partnership cannot be liable for Gerald Cook's wrongful or actionable acts, including the taking of Estate money without repaying it and committing other torts, because he was not acting in the ordinary course of business of the Cook-Reynolds Partnership or with the authority of the Partnership. The facts support the opposite conclusion.

Montana law creates a disputable presumption that the ordinary course of business has been followed. Mont. Code Ann. § 26-1-602(20). Therefore, Appellants bear the burden of overcoming this presumption, *Rock Island Plow Co. v. Cut Bank Implement Co.*, 101 Mont. 117, 119, 53 P.2d 116 (1935), which they have failed to do. Linda Reynolds testified that in 2014, she approved the Cook-Reynolds Partnership's taking a loan secured by the Partnership's Chouteau County Property for Gerald Cook's businesses. *See* Tr. from May 6, 2025, Hrg. 12:21-19:13 (App. 5). This fact shows it was in the ordinary course of the Cook-Reynolds Partnership's business to incur debt, including debt to the Estate, for Gerald Cook's separate business interests. It is also significant that the property pledged to the Estate to secure the debt was titled in the Cook-Reynolds Partnership, giving rise to a reasonable inference the obligation was a Partnership debt. The record is devoid of facts to overcome the presumption the money the Cook-Reynolds Partnership took from the Estate and/or benefitted from was not in

the ordinary course of the Partnership's business. As a result, the Partnership is liable to the Estate under Montana Code Annotated sections 35-10-305(1) and (2) and 35-10-301(1).

Additionally, common law ratification applies to defeat Appellants' contention Gerald Cook did not have authority to secure loans from the Estate with the Chouteau County Property. More particularly, Linda Reynolds' failure to repudiate the Estate loans secured by property of the Cook-Reynolds Partnership when she learned of them via the March 7, 2020 email (Ex. 3 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2) amounts to tacit consent to the debt and collection thereof. "A partner still can bind the Partnership to an unauthorized transaction if all of the other partners ratified the loan either explicitly or by knowingly receiving or retaining benefits of the unauthorized loan transaction." *Schrammeck v. Federal Sav. & Loan Ins. Corp.*, 258 Mont. 391, 400, 853 P.2d 702, 707 (1993). Likewise, a partner who does not repudiate another partner's unauthorized transaction within a reasonable time of learning about it or fails to object to the transaction will be held to have ratified it. 68 C.J.S. *Partnership* § 186.

Linda Reynolds responded to the March 7, 2020 email, stating, "Yes, I have received your email." (Ex. 3 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). She did not object to the debt or repudiate it. She

unreasonably remained silent about the debt for more than four years. At all relevant times, she specifically relied on Gerald Cook to handle it on behalf of the Cook-Reynolds Partnership, stating he "would be taking care of it". *See* Tr. from May 6, 2025, Hrg. 34:20-21; 36:20-23 (App. 5). Her reliance means she approved Gerald Cook's allegedly unauthorized transactions with the Estate. The March 7, 2020, email alerted her that the Chouteau County Property could be lost to foreclosure, imposing on her a duty to act promptly. She did nothing until late 2024. Her silence and inaction constitute ratification of the debt.

The March 7, 2020 email also notified Ms. Reynolds of the Petition to restrain her sister-in-law, Gerald Cook, the Cook-Reynolds Partnership, and Gerald Cook's other businesses. That Petition was accompanied by a Memorandum detailing the nature and scope of Karin Cook's mismanagement of the Estate and the Cook-Reynolds Partnership's involvement in that actionable conduct. Ex. 2 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). The factual allegations and the requested $800,000 bond in that Memorandum should have alerted Linda Reynolds that the Idaho Probate Case directly and substantially affected the Cook-Reynolds Partnership. Again, however, Ms. Reynolds silently relied on Gerald Cook to defend that litigation on the Partnership's behalf. In so doing, she explicitly authorized Gerald Cook to appear in the case and take legal positions regarding the Estate's allegations that would, and did, bind the Cook-

Reynolds Partnership, including waiving any objections to personal jurisdiction and entry into the Confidential Settlement Agreement and the Order of Judgment. She did not object to or repudiate Gerald Cook's defense of the Partnership in the Idaho Probate Case for an unreasonably long period of time. Therefore, she ratified the positions taken by him on behalf of the Cook-Reynolds Partnership such that the Partnership is bound by those actions and cannot now attack them.

b. Even if the Partnership Agreement Limited Gerald Cook's Authority to Transact Business with the Estate and to Defend the Cook-Reynolds Partnership in Court, that Agreement Was Ineffective Because Neither the Estate nor the Court Knew of that Lack of Authority.

As evidence of Gerald Cook's alleged lack of authority to act on behalf of the Cook-Reynolds Partnership, Appellants rely on a purported partnership agreement giving exclusive management authority over Partnership business to Linda Reynolds. *See* Hr'g. Ex. 1 (App. 11). Appellants cited that alleged agreement in their motion practice in the District Court but failed to attach it to a single filing or produce it to the Estate. The first time the agreement was disclosed was during the May 6, 2025, hearing. The lateness of this disclosure suggests the alleged agreement was prepared solely for the purpose of the hearing and was not a preexisting limitation of authority.

Even if the agreement was authentic, it was not provided or communicated to the Estate before the Cook-Reynolds Partnership pledged collateral to the Estate

or to the court at any time during the Idaho Probate Case. Because of these omissions, under Montana Code Section 35-10-301, the Estate and the Idaho court did not know or receive notification that Gerald Cook lacked authority to bind the Cook-Reynolds Partnership. Therefore, the alleged agreement is not effective against the Estate and as a matter of law, Gerald Cook was authorized to agree that the Idaho probate court had jurisdiction over the Cook-Reynolds Partnership, to waive any right to appear and be heard, to admit to the Partnership's liability in tort and contract, to enter into the Confidential Settlement Agreement on behalf of the Partnership, and to stipulate to the Order of Judgment against the Partnership. Because the Cook-Reynolds Partnership consented to the Idaho court's exercise of personal jurisdiction over the Partnership, including any contention that the Idaho long arm statute was not satisfied,[2] the Order of Judgment is not void and is not subject to Rule 60(b) relief.

2. The Cook-Reynolds Partnership Had Sufficient Notice of the Idaho Probate Case Through Both of its General Partners and the Partnership Waived Service of Process.

Appellants erroneously argue that the Estate was required to serve Linda Reynolds a summons notifying her of the Idaho Probate Case and in the absence of a summons, the Order of Judgment is void. This argument fails for several reasons.

[2] The Idaho long arm statute was satisfied because the Cook-Reynolds Partnership, by its own admission, committed torts in Idaho and accepted loans from and pledged collateral to an Idaho probate estate. Idaho Code Ann. §§ 5-515(a) and (b).

The Idaho Probate Case was a proceeding under the Idaho Probate Code which does not require service of a summons upon an interested person such as the Cook-Reynolds Partnership. Instead, notice of a hearing on a petition in probate court must be given by mail, personal service, or publication. Idaho Code Ann. § 15-1-401. Statutory notice of the hearing on the Estate's Petition was given to Gerald Cook as general partner and agent of the Cook-Reynolds Partnership. Indeed, in the Restraining Order, the court specifically found that proper notice to the Partnership had been given. *See* Ex. 5 to Resp. in Opp'n to Mot. to Quash Writ of Execution (App. 2). Under the law governing general partnerships, the Estate was not required to give separate additional notice to Linda Reynolds as the other general partner. Even so, the Estate gave Ms. Reynolds a courtesy notice of the hearing by email which she acknowledged receiving. *See* Ex. 3 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2).

Moreover, even if due process required the Estate to serve Ms. Reynolds under the Idaho Rules of Civil Procedure, which is denied, due process requires only notice that is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *United Student Aid Funds, Inc.*, 559 U.S. at 272, 130 S.Ct. at 1378. Although due process does not require actual notice or a summons, *id*., Linda Reynolds had actual notice of the Idaho Probate Case and the relief the

Estate was seeking against the Cook-Reynolds Partnership. Proper notice was given and the absence of a summons does not support relief under Rule 60(b)(4). *Id*.

Finally, Appellants waived any complaint about service of a summons. Under the Idaho Probate Code, a person may waive notice of probate estate proceedings and litigation by a writing signed by him and filed in the proceeding. § 15-1-402. Also, "[t]he appearance in court of an interested party is a waiver of notice." *Id*. Idaho Rule of Civil Procedure 12(b)(2), to the extent it applies to probate proceedings, provides that a party waives objections to service of process if the party does not raise that defense in its first responsive pleading or motion. Appellants failed to raise that defense at any time in the Idaho Probate Case and thereby waived it when the Cook-Reynolds Partnership voluntarily appeared and participated in the case, admitted liability, and stipulated to the Order of Judgment. A summons was not required. Appellants had actual knowledge of the Idaho Probate Case, and waived any additional service of process. Accordingly, the Order of Judgment is not void and must be enforced.

C. Res Judicata Precludes Appellants' Collateral Attack on the Idaho Court's Determination that the Court Had Personal Jurisdiction Over the Cook-Reynolds Partnership.

The doctrine of *res judicata* applies to questions of jurisdiction. *Underwriters Nat'l Assur. Co.*, 455 U.S. at 706, n. 13, 102 S.Ct. at 1367. The law

of the state where a judgment is rendered controls the interpretation of the preclusive effect of a foreign judgment in any subsequent actions between the parties or their privies. *First Nat'l Bank of Albuquerque v. Quinta Land and Cattle Co.*, 238 Mont. 335, 340, 779 P.2d 48, 50 (1989). Therefore, the Court should apply Idaho law to determine if Appellants' attacks on the Order of Judgment are barred by *res judicata*. Whether *res judicata* bars an action is a question of law this Court reviews de novo. *Monitor Finance, L.C. v. Wildlife Ridge Ests.*, 164 Idaho 555, 563, 433 P.3d 183, 191 (2019).

In Idaho, *res judicata* covers both claim preclusion and issue preclusion. *Ticor Title Co. v. Stanion*, 144 Idaho 119, 123, 157 P.3d 613, 617 (2007).

> *Res judicata* serves three fundamental purposes: (1) it preserves the acceptability of judicial dispute resolution against the corrosive disrespect that would follow if the same matter were twice litigated to inconsistent results; (2) it serves the public interest in protecting the courts against the burdens of repetitious litigation; and (3) it advances the private interest in repose from the harassment of repetitive claims.

Id. Appellants' efforts to relitigate the Order of Judgment four years after it was properly entered vividly illustrate these principles. Under both issue preclusion and claim preclusion, the District Court properly denied Appellants' Rule 60(b) Motion.

Claim preclusion bars a subsequent action between the same parties or their privies based upon the same or related claims, including every matter which might and should have been litigated in the first suit. *Monitor Finance, L.C.*, 164 Idaho at

560-561, 433 P.3d at 188. The elements of claim preclusion are: (1) the original action ended in final judgment on the merits, (2) the present claim involves the same parties as the original action, and (3) the present case arises out of the same transaction or series of transactions. *Id*. Issue preclusion, in contrast, bars relitigation of an identical issue in a subsequent action. *Ticor Title Co. v. Stanion*, 144 Idaho 119, 124, 157 P.3d at 613, 618 (2007). The elements of issue preclusion are: (1) the party against whom the earlier decision was asserted had a full and fair opportunity to litigate the issue decided in the earlier case; (2) the issue decided in the prior litigation was identical to the issue present in the present action; (3) the issue sought to be precluded was actually decided in the prior litigation; (4) there was a final judgment on the merits in the prior litigation; and (5) the party against whom the issue is asserted was a party or in privity with a party to the litigation. *Id*.

The Cook-Reynolds Partnership had the opportunity to contest personal jurisdiction in the Idaho Probate Case. The Partnership not only declined to do so, but it also affirmatively and voluntarily stated the Idaho court had personal jurisdiction in the case and agreed to entry of the Order of Judgment. *See* Ex. 8 to Resp. in Opp'n to Mot. to Quash Writ of Execution) (App. 2). No reason exists to allow the Cook-Reynolds Partnership to escape the consequences of that decision in later stages of this proceeding. Where the question of personal jurisdiction is fully and fairly litigated and finally decided, the judgment is entitled to full faith

and credit under *res judicata*. *Burns v. Baldwin*, 138 Idaho 480, 485, 65 P.3d 502, 507 (2003).

In entering the Order of Judgment based on the parties' Stipulation, the Idaho court necessarily decided it had personal jurisdiction over the Cook-Reynolds Partnership which had the opportunity to fully and fairly litigate the issue. The Estate and the Cook-Reynolds Partnership were parties to the Idaho Probate Case and the subsequent litigation in Chouteau County. The elements of claim and issue preclusion are satisfied as a matter of law.

The Cook-Reynolds Partnership cannot switch strategies midstream by consenting to personal jurisdiction in one court and then collaterally challenging personal jurisdiction in a sister court under Rule 60(b)(4). *Res judicata* exists to prevent precisely such challenges and it bars Appellants' attack on the Order of Judgment. The Court must affirm the District Court's denial of Appellants' Rule 60(b) Motion. The Order of Judgment is valid, and Montana must give it full faith and credit by enforcing it through execution proceedings.

III. Appellants' Failure to Raise their Lack of Consideration Argument in the District Court Precludes this Court from Addressing it and Consideration Did Exist.

In their Brief, Appellants assert for the first time the Confidential Settlement Agreement is void because the Cook-Reynolds Partnership received no consideration in exchange for admitting tort and contract liability and consenting to

the Order of Judgment. A party may not raise new arguments on appeal because it is unfair to fault the lower court on an issue it was never given an opportunity to consider. *Kellogg v. Dearborn Info. Servs., LLC*, 2005 MT 188, ¶ 15, 328 Mont. 83, 88, 119 P.3d 20, 23. The issue of consideration is not properly before this Court because it was not raised in the District Court. The issue cannot be a ground to reverse the District Court's denial of Appellants' Rule 60 Motion and must be ignored or rejected.

In any event, the Confidential Settlement Agreement was supported by consideration. Paragraph 2(a) on page 5 of the Agreement specifically states: "**A. Adequate Consideration.** The consideration received in connection with this Agreement is fair, adequate, and substantial and consists only of the terms set forth in this Agreement." This provision is a material term of the Agreement, not merely a recital. Paragraph D on the same page provides that the Agreement and the settlement "are intended to compromise the claims of the Estate and Beneficiaries, and to avoid litigation." The forbearance from exercising a right, such as the right to pursue litigation to trial, in exchange for a promise to pay money constitutes consideration. *State v. White*, 2004 MT 103, ¶ 26, 321 Mont. 45, 52, 88 P.3d 1258, 1262; *McColm-Traska v. Valley View, Inc.*, 138 Idaho 497, 502, 65 P.3d 519, 524 (2003). In this case, the Estate gave up its right to take its claims against the Cook-

Reynolds Partnership to trial and potentially receive a much larger judgment. This forbearance is consideration for the Confidential Settlement Agreement.

CONCLUSION

The Order of Judgment is proper in all respects: the underlying debt was valid, the court had personal jurisdiction over the Cook-Reynolds Partnership, that Partnership appeared through authorized general partner Gerald Cook who waived any jurisdictional objections and service of summons, and the Partnership voluntarily admitted tort and contract liability and consented to the Order of Judgment in the Estate's favor.

Linda Reynolds knew about the Estate's loans which were secured by the Cook-Reynolds Partnership's property, and she knew about the Idaho Probate Case, the Estate's allegations therein, and the scope of damages the Estate sought against the Partnership. She voluntarily chose to ignore the matter and authorized Gerald Cook to handle the debt and the litigation on the Partnership's behalf. More than four years too late, she filed a Rule 60(b) Motion in the Montana court, seeking a second chance to litigate the Idaho Probate Case on behalf of the Cook-Reynolds Partnership in lieu of a proper appeal. The law prohibits such attempts to relitigate final judgments through multiple statutes and doctrines that required the District Court to deny her Motion. The District Court did not err in denying the Motion and this Court must affirm.

DATED this 7th day of November, 2025.

SILVERMAN LAW OFFICE, PLLC

Michelle Ostrye

Michelle Ostrye
Attorneys for Appellee

CERTIFICATE OF COMPLIANCE

Pursuant to Montana Rule of Appellate Procedure 11(4)(e), I certify that this Answer Brief is proportionally spaced Times New Roman text typeface of 14 points, is double spaced, and the word count calculated by Word is 8,817 words, excluding the caption, the table of contents and the table of authorities, the certificate of compliance, and the certificate of service.

DATED this 7th day of November, 2025.

SILVERMAN LAW OFFICE, PLLC

Michelle Ostrye

Michelle Ostrye
Attorneys for Appellee

CERTIFICATE OF SERVICE

I, Michelle Ostrye, hereby certify that I have served true and accurate copies of the foregoing Brief - Appellee's Response to the following on 11-07-2025:

Paul A. Sandry (Attorney)
Johnson, Berg & Saxby, PLLP
PO Box 3038
Kalispell MT 59903
Representing: Cook-Reynolds Partnership, Linda Reynolds
Service Method: eService

Gerald Cook (Other)
2605 N. Boyer Ave.
Sandpoint ID 83864
Service Method: Conventional

Karin Cook (Other)
2605 N. Boyer Ave.
Sandpoint ID 83864
Service Method: Conventional

Pneumex Inc. (Other)
c/o Gerald Cook, Registered Agent
2605 N. Boyer Ave.
Sandpoint ID 83864
Service Method: Conventional

Pneumex Manufacturing Corp. (Other)
c/o Gerald Cook, Registered Agent
2605 N. Boyer Ave.
Sandpoint ID 83864
Service Method: Conventional

Electronically Signed By: Michelle Ostrye
Dated: 11-07-2025