

SUPREME COURT OF THE STATE OF MONTANA

Ellenburg v. Wilson

2016 MT 187N (Supreme Court of the State of Montana 2016) · No. DA 16-0057 · Decided August 2, 2016

SUMMARY

The Montana Supreme Court affirmed an order enforcing a settlement agreement between inmate Michael Ellenburg and employees of the Montana Department of Corrections. The court held that the agreement was valid and enforceable, that the DOC defendants had not breached its terms, and that Ellenburg was required to dismiss his pending lawsuits. The memorandum opinion was designated noncitable under the court’s internal operating rules.

CASE DETAILS

COURT	Supreme Court of the State of Montana
WRITING FOR THE COURT	James Jeremiah Shea; Jim Rice; Patricia Cotter; Beth Baker; Laurie McKinnon
JURISDICTION	Montana
DECIDED	August 2, 2016
DOCKET	DA 16-0057
DISPOSITION	affirmed
PROCEDURAL POSTURE	Direct appeal from a District Court order granting the Montana Department of Corrections defendants' motion to enforce a settlement agreement. The District Court treated the motion as one for summary judgment.
STANDARD OF REVIEW	Summary judgment orders are reviewed de novo. The existence of a valid express contract is reviewed for correctness, and findings of fact are reviewed for clear error.
PRECEDENTIAL VALUE	Nonprecedential; memorandum opinion expressly designated noncitable under Montana Supreme Court Internal Operating Rules.
PARTIES	Michael Ellenburg v. T. Wilson, L. Murphy, D. Pentland, K. Cozby, L. Mihelich, V. Hoschied, et al.

TOPICS

- summary judgment
- contract interpretation
- breach of contract
- appellate procedure
- standard of review

PRACTICE AREAS

civil procedure

appellate procedure

contracts

QUESTIONS PRESENTED

1. Whether the District Court properly enforced the settlement agreement as an enforceable contract.
2. Whether the defendants breached the settlement agreement by not scheduling Ellenburg's parole appearance in July.
3. Whether the parole reports violated the settlement agreement by referring to Ellenburg's disciplinary history.
4. Whether the absence of a certificate of service rendered the settlement agreement nonbinding.
5. Whether Ellenburg adequately supported his claims concerning frivolous disciplinary write-ups and evasion of discovery requests.

HOLDINGS

1. A valid, enforceable contract existed because Ellenburg manifested assent to the settlement agreement by signing it and by later filing suit alleging its breach.
2. The defendants did not breach the settlement agreement because the agreement specified no date or time frame, and the August appearance occurred within a reasonable time after Ellenburg accumulated 120 days of clear conduct.
3. The parole plan submitted by the prison case manager complied with the settlement agreement because it contained the required language and did not include disciplinary information from the preceding twelve months.
4. The absence of a certificate of service did not invalidate the settlement agreement because contracts need not be formally served to be legally binding.
5. The court would not consider these arguments because Ellenburg failed to identify the challenged write-ups or discovery responses and failed to support his assertions with record citations as required by the appellate rules.

KEY QUOTATIONS

“We review summary judgment orders *de novo*.” (§ 4)

“However, contracts do not need to be formally served to be legally binding.” (§ 7)

“A party’s latent intention not to be bound does not prevent the formation of a binding contract.” (§ 9)

FACTUAL BACKGROUND

Michael Ellenburg, an inmate at Montana State Prison, sued Department of Corrections employees over alleged deficiencies in prison disciplinary proceedings. The parties entered a settlement agreement under which, after Ellenburg accumulated 120 days of clear conduct, a designated prison official would submit a specified parole plan and Ellenburg would dismiss four pending lawsuits. Ellenburg accumulated the required conduct and

appeared before the Board of Pardons and Parole, but then alleged that the defendants breached the agreement. The Supreme Court concluded that the appearance occurred within a reasonable time, the required parole plan complied with the agreement, and Ellenburg failed to substantiate his remaining breach allegations.

PROCEDURAL HISTORY

Ellenburg filed claims against Montana Department of Corrections employees concerning prison disciplinary proceedings and later entered a settlement agreement requiring, among other things, dismissal of four pending lawsuits. After Ellenburg alleged that the defendants breached the agreement, the defendants moved to enforce it. The Third Judicial District Court granted the motion, and Ellenburg appealed.

DISPOSITION

affirmed

CASES CITED

- Mont. Dep't of Revenue v. Priceline.com, Inc., 2015 MT 241, ¶ 6, 380 Mont. 352, 354 P.3d 631
- Murphy v. Home Depot, 2012 MT 23, ¶ 8, 364 Mont. 27, 270 P.3d 72
- Lockheed v. Weinstein, 2003 MT 360, ¶ 7, 319 Mont. 62, 81 P.3d 1284
- Hetherington v. Ford Motor Co., 257 Mont. 395, 399, 849 P.2d 1039, 1042 (1993)

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