

SUPREME COURT OF MONTANA

Wolf's Interstate Leasing & Sales, LLC v. Banks

2017 MT 132N (2017) · No. DA 16-0633 · Decided May 30, 2017

SUMMARY

The Montana Supreme Court affirmed the Gallatin County District Court in a contract dispute involving damages, arbitration, default judgment, and a motion for relief under Montana Rule of Civil Procedure 60(b). The Court held that the District Court did not abuse its discretion in denying a request to reschedule the damages hearing, admitting unchallenged evidence, finding waiver of arbitration, or denying relief from default. The case was decided by memorandum opinion under the Montana Supreme Court's internal operating rules and is noncitable.

CASE DETAILS

COURT	Supreme Court of Montana
WRITING FOR THE COURT	Justice Michael E. Wheat; Michael E. Wheat; James Jeremiah Shea; Dirk M. Sandefur; Beth Baker; Laurie McKinnon
JURISDICTION	Montana
DECIDED	May 30, 2017
DOCKET	DA 16-0633
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from the Gallatin County District Court's rulings denying a motion to reschedule a damages hearing, determining that Wolf waived his contractual right to arbitrate, and denying as untimely a motion for relief from a default judgment under Montana Rule of Civil Procedure 60(b).
STANDARD OF REVIEW	Trial-administration decisions are reviewed for abuse of discretion; issues not raised in the trial court generally are not considered for the first time on appeal; findings of fact are reviewed for clear error; and interpretation and application of law are reviewed for correctness.
PRECEDENTIAL VALUE	Noncitable memorandum opinion; not precedent
PARTIES	Phillip Wolf, Wolf Interstate Leasing & Sales, LLC, d/b/a Wolf's Bozeman Suzuki LLC, American Suzuki Motor Corp. v. Aaron Banks, Glen Croft, BB&C LLC, Bankcroft Transportation Services LLC

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QUESTIONS PRESENTED

1. Whether the District Court abused its discretion by denying Wolf's motion to reschedule the damages hearing.
2. Whether the District Court erred in admitting unchallenged evidence at the damages hearing and determining that Wolf waived his contractual right to arbitrate.
3. Whether the District Court erred in denying Wolf's motion under Montana Rule of Civil Procedure 60(b) to set aside the default judgment.
4. Whether Wolf adequately presented a constitutional claim concerning an alleged impairment of his right to contract.

HOLDINGS

1. The District Court did not abuse its discretion in denying Wolf's motion to reschedule because Wolf had adequate notice and failed to show good cause for an extension.
2. The District Court did not abuse its discretion in admitting appellees' unchallenged evidence and did not err in determining, based on that evidence, that Wolf waived his contractual right to arbitrate.
3. The District Court properly denied Wolf's motion for relief from the default judgment because Wolf failed to present sufficient evidence to establish good cause.
4. The court declined to consider Wolf's undeveloped constitutional claim because he provided no legal argument or supporting authority.

KEY QUOTATIONS

"this case is decided by memorandum opinion and shall not be cited and does not serve as precedent." (§ 1)

"It is well-established, with few exceptions, that we will not address issues raised for the first time on appeal." (§ 5)

FACTUAL BACKGROUND

The parties had been engaged in long-running contract litigation in the Gallatin County District Court. Wolf received approximately two months' notice of an October 3, 2014 damages hearing but moved to reschedule it approximately two weeks before the hearing based only on previously scheduled obligations. After the hearing was continued, Wolf failed to appear at the May 29, 2015 damages hearing, where appellees presented evidence supporting their position that Wolf had waived his contractual arbitration right. Wolf also failed to appear at a final pretrial conference, leading the District Court to grant default on liability and damages.

PROCEDURAL HISTORY

The District Court granted the appellees' motion for default on liability and damages after Wolf failed to appear at a final pretrial conference. Wolf later sought relief from the default judgment under Rule 60(b), but the District Court denied the motion. After prior premature appeals were dismissed without prejudice, Wolf appealed the District Court's rulings concerning the damages hearing, arbitration waiver, and default judgment.

DISPOSITION

affirmed

CASES CITED

- Wolf's Interstate Leasing & Sales, L.L.C. v. Banks, 2009 MT 354, 353 Mont. 189, 219 P.3d 1260
- Fink v. Williams, 2012 MT 304, ¶ 18, 367 Mont. 431, 291 P.3d 1140
- Grizzly Sec. Armored Express, Inc. v. Bancard Servs., 2016 MT 287, ¶ 59, 385 Mont. 307, 384 P.3d 68

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