

SPECIAL MEETING AGENDA
Canyon Creek Rural Fire District (CCRFD)
Friday – March 20, 2025 at 6:30PM



The meeting will be hybrid: via Zoom and
in person at the fire hall: 7560 Duffy Lane

Chairman: Calls the meeting to order / Pledge of Allegiance

Secretary: Roll call of Board Members present

Chairman: Opening Comments & Instructions
Opens meeting for Public Comment

Chairman: NEW Business Action Item(s) to Adopt / Amend / Table / Reject:

- **Will consider settlement agreement re: *Dee, et al, v. Canyon Creek Rural Fire District L&C Case No. DV-25-674****

Please note: Sam Stigman & Peggy Justesen were dismissed as Plaintiff's by the court upon becoming Trustees, and upon legal advice will refrain from participating in the board decision approval process.

Chairman: For the "Good of the Order" – Trustee's comments section

Chairman: Next meeting date confirmation

Chairman: Adjournment

Please visit our website at www.canyoncreekruralfire406.org for Agenda + Packet and more information

1 *All court documents are accessible to the public through the District Court Clerk's office

SPECIAL MEETING AGENDA
Canyon Creek Rural Fire District (CCRFD)
Friday – March 20, 2025 at 6:30PM

The meeting will be hybrid: via Zoom and
in person at the fire hall: 7560 Duffy Lane

ZOOM MEETING INVITE INFORMATION

Topic: CCRFD Special Meeting (Lawsuit)

Time: Mar 20, 2026 06:30 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87868356845?pwd=UTLBSq6VeGURXYpZsvZjamkCEY8wZp.1>

Meeting ID: 878 6835 6845

Passcode: 517638

One tap mobile

+12532158782,,87868356845#,,,,*517638# US (Tacoma)

+13462487799,,87868356845#,,,,*517638# US (Houston)

Join instructions

<https://us06web.zoom.us/join/87868356845/invitations?signature=B1ld555FWoJzkCivGBQTq04ZGOIEkgAqHhpXIBCmaDo>

PUBLIC COMMENT GUIDELINES:

- *Come to the designated lectern / stand for meeting recording requirements*
- *Please state your name and address in an audible tone of voice for the record.*
- *The board welcomes public comment on any matter within the jurisdiction of the fire district, but the board cannot take action on any item that is not already on the agenda.*
- *There will also be an opportunity in conjunction with each action item for public comment pertaining to that item before the board votes on the matter.*
- *The Canyon Creek Rural Fire District board meeting attendees are expected to adhere to the Principles of Civil Dialogue as defined in our bylaws (available on CCRFD website)*
- *Please limit comments to three (3) minutes.*

Please visit our website at www.canyoncreekruralfire406.org for Agenda + Packet and more information

2 *All court documents are accessible to the public through the District Court Clerk's office

CCRFD BYLAWS TEXT:

SECTION 111 - Board Meetings and Records (cont.):

7. RULES OF ORDER – The District shall adopt a truncated parliamentary procedure to conduct the public meetings as established here:

STEP 1 – Chairperson reads the Agenda Item verbatim as written on the released Agenda.

STEP 2 – Responsible party for Agenda Item presents details to the Board and the public.

STEP 3 – Chair facilitates Board discussion. When complete, Chair asks if there is a motion from the Board, and if so asks for a second.

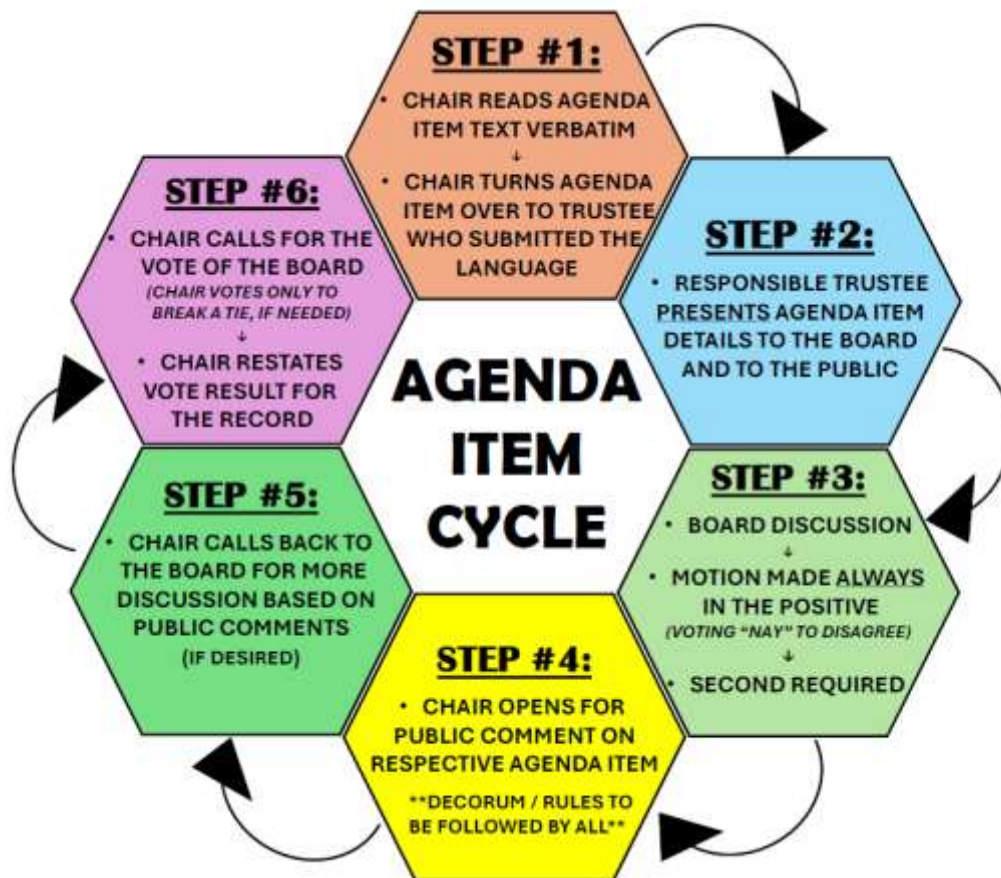
STEP 4 – Chair opens for Public Comment on the respective Agenda item.

STEP 5 – Chair asks for further Board discussion after Public Comments.

STEP 6 – Chair calls for the vote of the Board. When complete, Chair restates the vote result for the record.

Roberts' Rules of Order may be consulted for clarity of process if desired.

VISUAL REPRESENTATION OF PROCESS:



MONTANA FIRST JUDICIAL DISTRICT COURT, LEWIS AND CLARK COUNTY

Menahan, Mike
13.00

VICTORIA ROBERTS DEE, JOSEPH)	
LINDEN, DALE HUDEC, BARBARA NYE,)	Cause No.: DV-25-2024-0000674
ROBERT JUSTESEN, PEGGY JUSTESEN,)	
JOHN KELLER, ROBERT PUTSCH, JOANE)	ORDER GRANTING PARTIAL
BAYER, and CONSTANCE HORDER,)	DISMISSAL
)	
Plaintiffs,)	
)	
v.)	
)	
CANYON CREEK RURAL FIRE DISTRICT.)	
)	
Defendant.)	
)	
)	
)	
)	

On consideration of the Stipulation for Partial Dismissal, IT IS HEREBY ORDERED THAT Sam Stigman, Rebecca Stigman, and Sienna Stigman, are dismissed as plaintiffs without prejudice. All other claims by all other Plaintiffs remain.

ELECTRONICALLY SIGNED AND DATED BELOW

Electronically Signed By:
Hon. Judge Mike Menahan
Mon, May 19 2025 10:12:27 AM

MONTANA FIRST JUDICIAL DISTRICT COURT, LEWIS AND CLARK COUNTY

VICTORIA ROBERTS DEE, JOSEPH)	
LINDEN, DALE HUDEC, BARBARA NYE,)	Cause No.: DV-25-2024-0000674
ROBERT JUSTESEN, JOHN KELLER,)	
ROBERT PUTSCH, JOANE BAYER, and)	ORDER GRANTING PARTIAL
CONSTANCE HORDER,)	DISMISSAL
)	
Plaintiffs,)	
)	
v.)	
)	
CANYON CREEK RURAL FIRE DISTRICT.)	
)	
Defendant.)	
_____)	

On consideration of the Stipulation for Partial Dismissal, IT IS HEREBY ORDERED THAT Peggy Justesen is dismissed as plaintiff without prejudice. All other claims by all other Plaintiffs remain.

ELECTRONICALLY SIGNED AND DATED BELOW

GENERAL RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: Victoria Roberts Dee, Joseph Linden, Dale Hudec, Barbara Nye, Robert Justesen, John Keller, Joane Bayer, and Constance Horder

RELEASEE: Canyon Creek Rural Fire District, together with its trustees and fire company members

DATE OF CASUALTY: September 21 through October 7, 2024

DESCRIPTION OF CASUALTY: Alleged violation of public notice and open meeting statutes, request for declaratory relief, injunctive relief, and attorney fees

SUM OF SETTLEMENT: NINETEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$19,500.00)

CIVIL CAUSE: Montana First Judicial District Court, Lewis & Clark County, Cause No.: DV-25-2024-0000674

1. Release

This Release is subject to the Canyon Creek Rural Fire District Board of Trustees adopting a motion or resolution for approval of the Release at a properly noticed meeting.

In addition to the reinstatement of the 2022 Bylaws, which has already taken place, Releasee agrees to the following terms:

- a. Releasee acknowledges that votes by secret ballot are prohibited by law and agrees it will take no votes by secret ballot in the future;
- b. Releasee agrees to revise Section 11(3) of the CCRFD Bylaws to comply with Montana Code Annotated § 2-3-112(1)'s restrictions governing emergency meetings;

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges Releasee, Releasee's heirs, personal representatives, successors, assigns, agents, partners, employees and attorneys from any and all

actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described casualty.

2. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the casualty described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

3. No Admission of Liability

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the payment of the sum by Releasee nor the negotiations for settlement shall be considered as an admission of liability.

4. No Additional Claims

Releasor represents that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to Releasee for the losses, injuries, and damages for which this Release is given, Releasor covenants and agrees to indemnify and save Releasee harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

5. Stipulation for Dismissal with Prejudice

Releasor stipulates and agrees that Releasor's attorney of record shall dismiss with prejudice, as fully settled upon the merits, the above-described civil action. Each party shall pay their respective costs and attorneys' fees.

6. Disclaimer

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understands the contents thereof, and signs the same of

Releasor's own free will and accord. This Release shall be binding upon Releasor's heirs, successors, personal representatives and assigns.

7. Taxation

Neither Releasee nor Releasee's attorney make any representations about the taxability of any portion of the consideration made in exchange for this Release and Settlement. Releasor shall bear the sole responsibility for any and all tax consequences related to this Release and Settlement Agreement, and shall fully indemnify Releasee and Releasee's attorney for any tax liability that arises thereof, including any fees and costs related to enforcement of this clause.

8. Severability

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

9. Choice of Law

The laws of the State of Montana shall apply to the interpretation of this Agreement.

10. Final Agreement

This written Agreement constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

DATED this ____ day of _____, 20__.

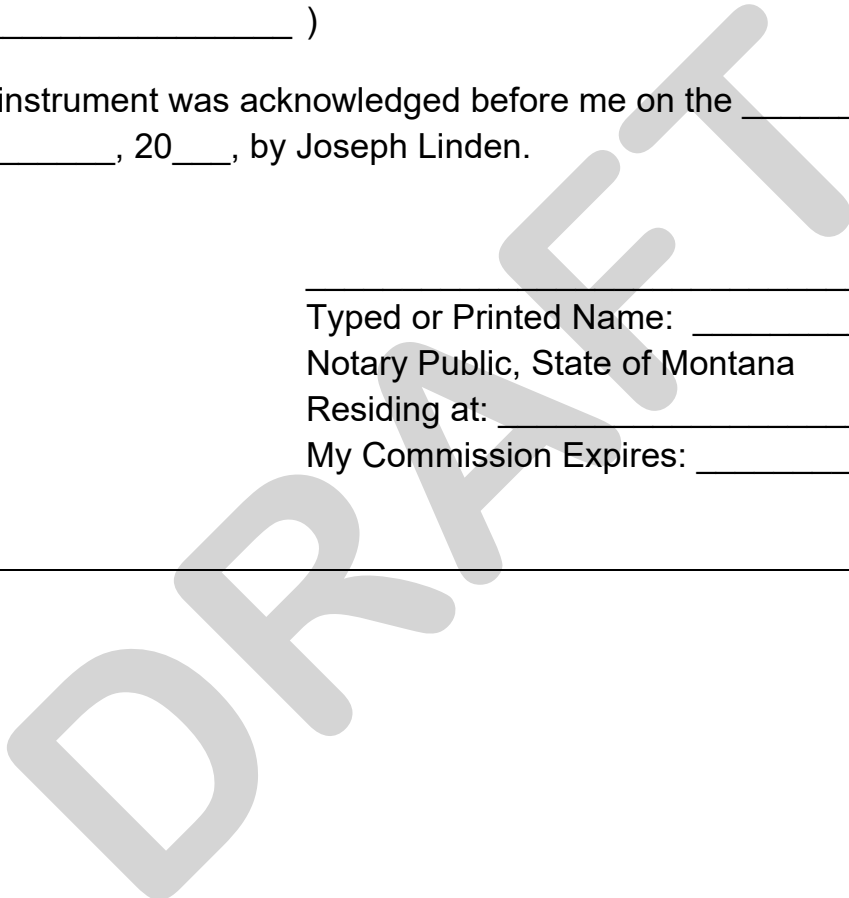
CAUTION: READ BEFORE SIGNING!

Joseph Linden

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Joseph Linden.

Typed or Printed Name: _____
Notary Public, State of Montana
Residing at: _____
My Commission Expires: _____



DATED this ____ day of _____, 20__.

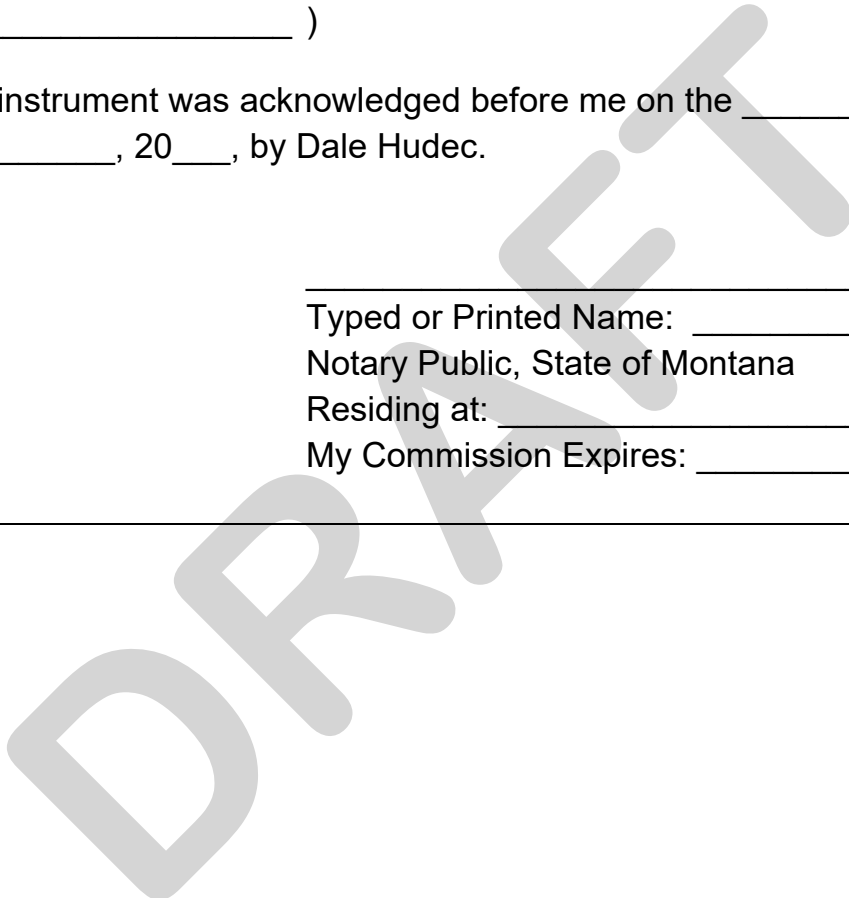
CAUTION: READ BEFORE SIGNING!

Dale Hudec

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Dale Hudec.

Typed or Printed Name: _____
Notary Public, State of Montana
Residing at: _____
My Commission Expires: _____



DATED this ____ day of _____, 20__.

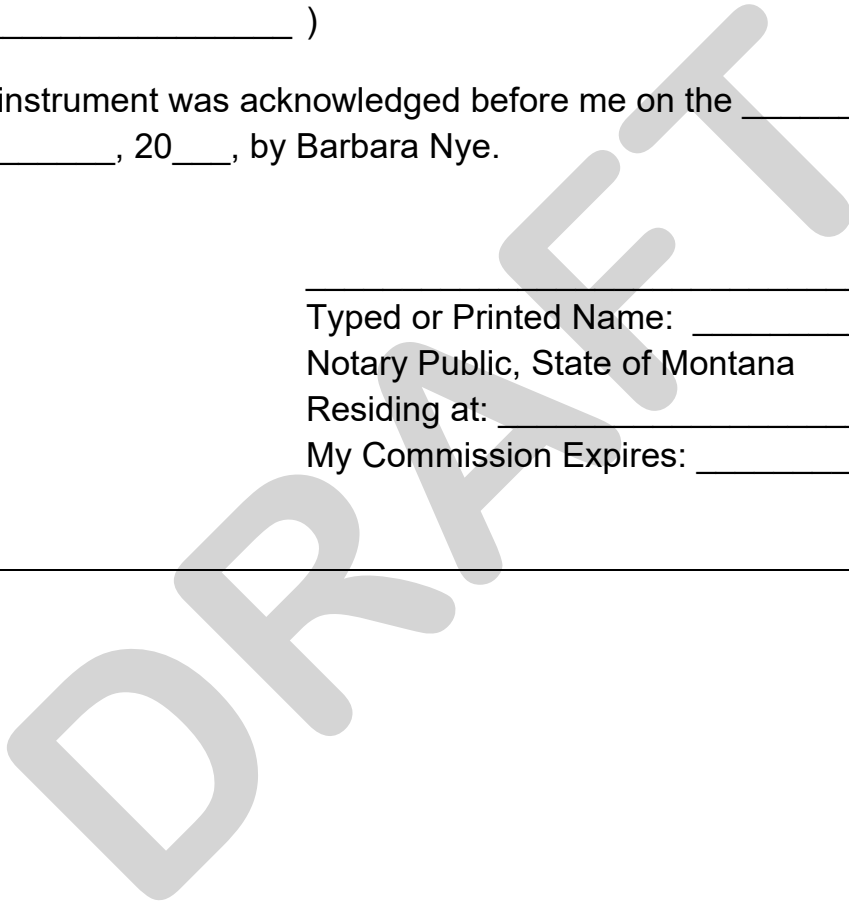
CAUTION: READ BEFORE SIGNING!

Barbara Nye

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Barbara Nye.

Typed or Printed Name: _____
Notary Public, State of Montana
Residing at: _____
My Commission Expires: _____



DATED this ____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING!

Robert Justesen

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert Justesen.

Typed or Printed Name: _____
Notary Public, State of Montana
Residing at: _____
My Commission Expires: _____

DATED this ____ day of _____, 20__.

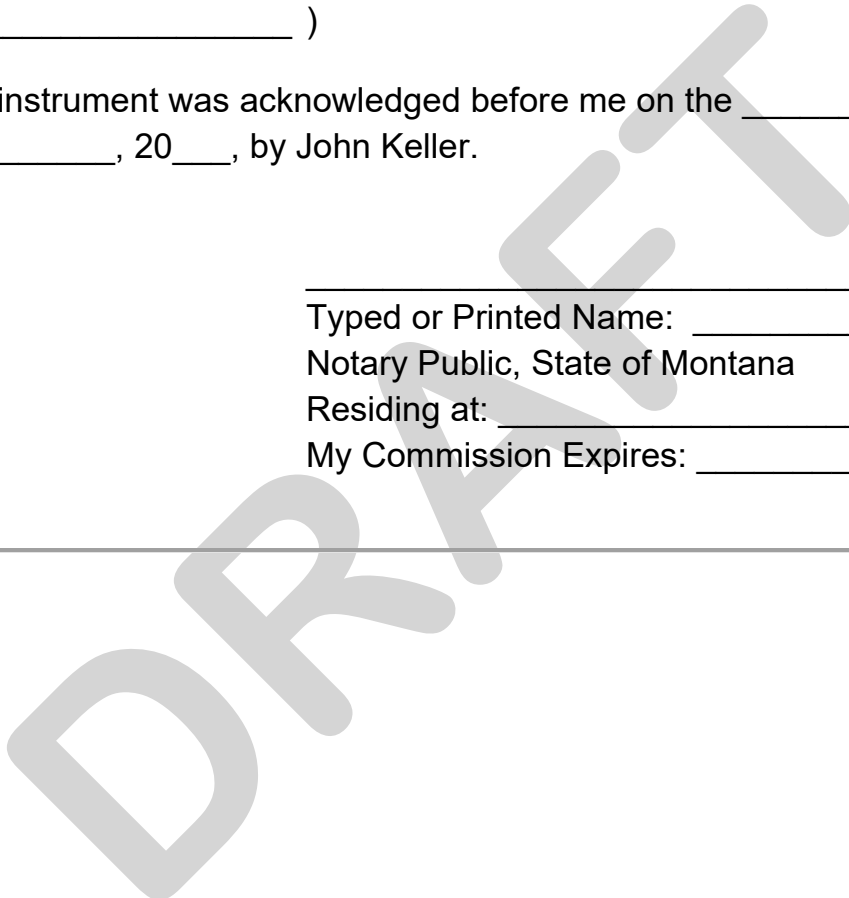
CAUTION: READ BEFORE SIGNING!

John Keller

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by John Keller.

Typed or Printed Name: _____
Notary Public, State of Montana
Residing at: _____
My Commission Expires: _____



DATED this ____ day of _____, 20__.

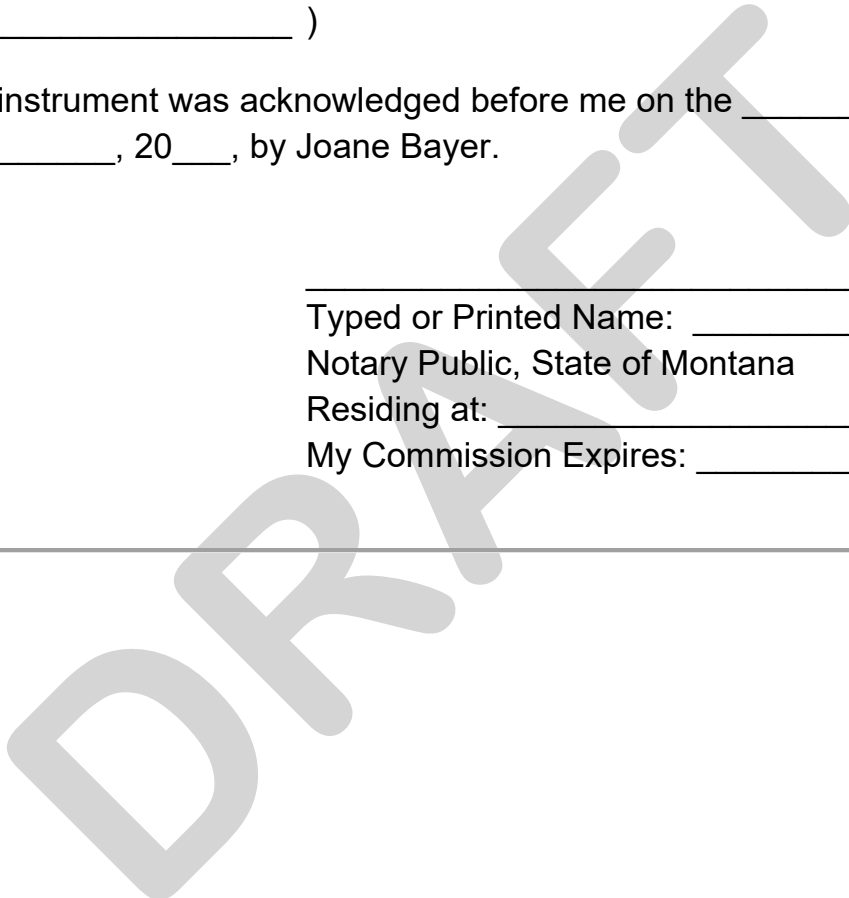
CAUTION: READ BEFORE SIGNING!

Joane Bayer

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Joane Bayer.

Typed or Printed Name: _____
Notary Public, State of Montana
Residing at: _____
My Commission Expires: _____



DATED this ____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING!

Constance Horder

STATE OF MONTANA)
 :ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by Constance Horder.

Typed or Printed Name: _____
Notary Public, State of Montana
Residing at: _____
My Commission Expires: _____

DATED this ____ day of _____, 20__.

APPROVED BY:

Brett P. Clark
Elizabeth L. Orvis
CROWLEY FLECK PLLP

By _____
Brett P. Clark



Fw: Re: Dee, et al v. CCRFD (Rule 408 Communication)

Wendy Adamson <wadamson.ccrfd@gmail.com>
To: Wendy SMITH-ADAMSON <wadamson.ccrfd@gmail.com>

Mon, Dec 22, 2025 at 2:09 PM

----- Forwarded message -----

From: **Ryan Ballard** [REDACTED]
Date: Mon, Dec 22, 2025 at 11:13 AM
Subject: Fw: RE: Dee, et al v. CCRFD (Rule 408 Communication)
To: jim thomas <jthomasccrfd@gmail.com>, Wendy Adamson <wadamson.ccrfd@gmail.com>

See below and let me know how you'd like to respond/proceed.

Ryan A. Ballard
Associate Attorney
Vicevich Law
3738 Harrison Ave.
Butte, MT 59701
[REDACTED]

----- Forwarded Message -----

From: Brett P. Clark [REDACTED]
Date: On Monday, December 22nd, 2025 at 7:49 AM
Subject: RE: Dee, et al v. CCRFD (Rule 408 Communication)
To: Ryan Ballard [REDACTED]

Ryan:

Thanks for speaking with me last week about resolution of the Canyon Creek Rural Fire District suit. As discussed in my September 11 letter, the board has already taken many of the actions we sought through this litigation, including rescinding the bylaw/SOG amendments made under Mr. Grady's term and reappointment of the improperly dismissed fire chief. These actions placed the community at risk and my clients are glad to see them reversed. In order to resolve the remaining issues, my clients have authorized me to offer settlement on the following terms.

First, the Board agrees that it will take no future votes by secret ballot. Second, the Board agrees to revise the Section 111(3) of the CCRFD Bylaws to reflect Montana Code Annotated § 2-3-112(1) regarding emergency meetings. It is my understanding from our previous communications that the board members have informally indicated they would agree to these terms. That leaves the question of attorney fees, which we believe would be awarded if the plaintiffs were forced to move for summary judgment. Right now, we have incurred approximately \$39,000. Unfortunately, the board's insurer has breached its insurance contract by refusing to cover attorney fees in the event that they are awarded. Thus, to resolve that final item, we propose splitting Plaintiffs' fees equally between the Plaintiffs on the one hand and the fire district on the other. The board would be responsible for securing any consents or approvals necessary to effectuate the agreement. If it chose, the board would also be free to consult coverage counsel and pursue the insurer for bad faith for the amount paid in settlement.

Please let me know if this proposal is acceptable. If so, then I will draft and circulate an MDTL release for review.

Brett P. Clark


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SECTION 111 - Board Meetings and Records (cont.):

3. EMERGENCY MEETINGS – During an Incident or when it is properly deemed that time is of the essence, the Chairperson or any other Officer of the Board may conduct an emergency meeting of the Trustees by telephone, online app, or in person with as many Trustees participating as are available under the circumstances. Minutes shall be kept in accordance with the RECORDS requirement for the District.

During the next board meeting, a review of the circumstances and the RECORDS of the EMERGENCY MEETING are required. If a decision was made during the EMERGENCY MEETING, it shall be revoted on by the Board present with quorum required to ratify or amend where necessary.

4. MISSED MEETINGS – Board Members and the public who are unable to attend a Regular, Special, or Emergency Meeting may present their views regarding any item on the Agenda in writing, by email or hardcopy, and be delivered to any Officer of the Board for general circulation to all Board Members. Any written comment shall be kept with the internal RECORDS for that agenda item’s meeting but is not required to be filed with the officially recorded minutes.

5. VOTING ON AGENDA MATTERS - A Trustee shall vote on motions and agenda items only if he/she is present at the meeting. If present via Zoom, the Trustee’s camera is expected to be on their person as the public has the right to observe all votes. Proxy voting or secret ballot voting is not permitted.

6. QUORUM – A majority of Members of the Board shall constitute a quorum to conduct a meeting. A majority of the Board will decide all matters.

7. RULES OF ORDER – The District shall adopt a truncated parliamentary procedure to conduct the public meetings as established here:

STEP 1 – Chairperson reads the Agenda Item verbatim as written on the released Agenda.

STEP 2 – Responsible party for Agenda Item presents details to the Board and the public.

STEP 3 – Chair facilitates Board discussion. When complete, Chair asks if there is a motion from the Board, and if so asks for a second.

STEP 4 – Chair opens for Public Comment on the respective Agenda item.

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Roberts’ Rules of Order may be consulted for clarity of process if desired.

Montana Code Annotated 2023

TITLE 2. GOVERNMENT STRUCTURE AND ADMINISTRATION

CHAPTER 3. PUBLIC PARTICIPATION IN GOVERNMENTAL OPERATIONS

Part 1. Notice and Opportunity to Be Heard

Exceptions

2-3-112. Exceptions. The provisions of [2-3-103](#) and [2-3-111](#) do not apply to:

(1) an agency decision that must be made to deal with an emergency situation affecting the public health, welfare, or safety;

(2) an agency decision that must be made to maintain or protect the interests of the agency, including but not limited to the filing of a lawsuit in a court of law or becoming a party to an administrative proceeding; or

(3) a decision involving no more than a ministerial act.

History: En. 82-4228 by Sec. 3, Ch. 491, L. 1975; amd. Sec. 24, Ch. 285, L. 1977; amd. Sec. 2, Ch. 452, L. 1977; R.C.M. 1947, 82-4228(4).



VIA EMAIL: READ RECEIPT REQUESTED

October 24, 2024

Richard Grady
Via email: gradybunch56@gmail.com
Canyon Creek Rural Fire District

RE: Coverage Determination: Reservation of Rights

Claim No.: MTTR24100970

Insured: Canyon Creek Rural Fire District

Liability Plaintiff: Victoria Roberts Dee, Joseph Linden, Dale Hudec, Barbara NYE, Robert Justesen, Peggy Justesen, Sam Stigman, Rebecca Stigman, Sienna Stigman, John Keller, Robert Putsch, Joane, Bayer, and Constance Horder.

Dear Mr. Grady:

Glatfelter Claims Management, Inc. (“GCM”), on behalf of National Union Fire Insurance Company of Pittsburgh, PA (“NUFIC”), has reviewed Canyon Creek Rural Fire District’s (“District”) claim of coverage for the lawsuit filed against the District by Victoria Roberts Dee et al. (“Plaintiffs”). That claim of coverage is made under a liability insurance policy issued to the District. Under a complete reservation of NUFIC’s rights and defenses, GCM will pay for specific “defense expenses” as explained below.

The Complaint was filed against the District alleging that the District failed to comply with Title 2, Chapter 3, Parts 1 and 2 of Montana Code. The Plaintiffs continues to allege that the District did not comply with their own bylaws and failed to provide public notice of meetings and voted by secret ballots.

The District’s claim of coverage is made under the District’s occurrence based Emergency Service Organization Management Liability (“ML”) Coverage Form VML 102 (11-23), VFNUTR0005416-04 effective dates 03/01/2024 to 03/01/2025. GCM calls to the District’s attention to the ML Coverage Form’s B Insuring Agreement entitled Defense Expense for Injunctive Relief. These forms are cited and discussed below:

EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM

* * *

SECTION I. COVERAGES

Page 2 of 3
MTTR24100970
October 24, 2024

1. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. However:

a. The amount we will pay for "defense expense" is limited as described in SECTION IV. LIMITS OF INSURANCE; and

b. We have no obligation to arrange or provide the defense for any action for "injunctive relief". No other obligation or liability to pay sums or perform acts or services is covered.

* * *

SECTION II. EXCLUSIONS

This insurance does not apply under either Coverage A or Coverage B to:

...

x. Attorney Fees and Court Costs Any award of costs or fees which arises out of an action for "injunctive relief"

...

* * *

SECTION VI. DEFINITIONS

...

5. "Defense expense" means under Coverage B, fees or expenses incurred by the insured for: a. Legal fees charged by the insured's attorney;

b. Court costs;

c. Expert witnesses; and

d. The cost of court bonds, but we do not have to furnish these bonds.

"Defense expense" does not include: (1) Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or (2) Any expenses other than a., b., c. and d. above

...

9. "Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.

...

16. "Wrongful act" means any actual or alleged error, act, omission, misstatement, misleading statement, neglect or breach of duty committed by you or on behalf of you in the performance of your operations, including misfeasance, malfeasance, or nonfeasance in the discharge of duties, individually or collectively, that results directly, but unexpectedly and unintentionally, in damages to others.

...

* * *

To the extent the Plaintiffs seek an award of attorney's fees, expert costs or other costs, please note the above Exclusion 5. Attorneys Fees And Court Costs excludes indemnity coverage for any relief awarded to the Plaintiffs for their legal fees and/or costs of litigation. Exclusion 5 specifically excludes indemnity coverage for any award of attorney fees and court costs arising out of an action for "injunctive or declaratory relief". For this reason, GCM reserves the right of NUFIC to

Page 3 of 3

MTTR24100970

October 24, 2024

disclaim coverage for any award of legal fees arising from an action for "injunctive relief" based

on Exclusions 5.

Subject to the policy terms, Coverage B provides a \$100,000 limit for “defense expense” incurred in defending an “injunctive or declaratory relief” action because of a “wrongful act” or an “employment practices” offense to which this insurance applies. However, the amount GCM pays for “defense expenses” is limited to \$100,000 for each action and there is a \$ 2,000,000 policy aggregate. GCM on behalf of NUFIC, and subject to the Coverage B limit, will pay all reasonable “defense expense” incurred in defending an action for “injunctive relief” up to the \$100,000 limit.

Under Coverage B, the District would arrange for defense counsel and send GCM the legal bills and request for payment of “defense expense” as defined below in the policy. The limit of \$100,000 is the most GCM, on behalf of NUFIC, will pay for “defense expense” for all actions or proceedings for “injunctive or declaratory relief” based on or arising out of the same or related offenses or “wrongful acts” or number of defendants.

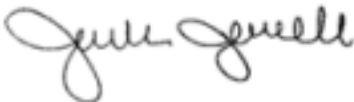
Other policy provisions or principles of law may also apply to limit or restrict coverage in this matter. GCM reserves NUFIC’s right to assert the applicability of all such provisions and principles, as well as all coverage defenses generally.

Please keep GCM informed on the status of the litigation as it develops and provide GCM in a reasonably expedient manner with the “defense expense” from the counsel selected by the District. If a Complaint for monetary damages is filed against the District concerning this matter, please forward it to GCM immediately for indemnity and defense coverage consideration.

Any action taken by or on behalf of NUFIC will not act as a waiver or estoppel of any of the rights or defenses available to NUFIC under any applicable policy or otherwise pursuant to law, all of which are expressly reserved, including the right to withdraw from the defense of this matter.

In the event the District receives any additional correspondence, including legal documents, or if the District believes there is additional information that would affect GCM’s coverage determination in this matter, please contact GCM immediately. GCM, on behalf of NUFIC, will review all material and determine how it pertains to coverage under this policy.

Sincerely,



Julie Jewell
Sr. Liability Claim Representative
Extension 7601
jjewell@glatfelters.com

C: Rocky Mountain Insurance Services LLC
P.O. Box 430
Choteau, MT 59422