

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

2026 MTWCC 9

WCC No. SI-2026-0000002-SET

**ANGELLA LEEANN PARKER
a/k/a ANGELLA LEGGITT**

Petitioner

vs.

SAFEWAY, INC.

Respondent/Insurer.

**ORDER GRANTING RESPONDENT'S MOTION FOR SUMMARY JUDGMENT;
ORDER DENYING PETITIONER'S OBJECTION TO OVERBROAD DISCOVERY
REQUESTS AND MOTION FOR PROTECTIVE ORDER; AND ORDER DENYING
RESPONDENT'S MOTION TO COMPEL DISCOVERY RESPONSES**

I. PROCEDURAL BACKGROUND

¶ 1 On January 16, 2026, Petitioner Angella LeeAnn Parker, a/k/a Angella Leggitt (Ms. Parker), appearing pro se, filed a Petition for Hearing (Renewed Petition) seeking to void the Medicare Set-Aside (MSA) established in the Parties' 2018 settlement and to obtain a lump-sum release of the remaining settlement funds, on the ground that she was allegedly not adequately informed of the MSA's purpose and disbursement terms at the time of settlement.

¶ 2 On March 9, 2026, Respondent Safeway, Inc. (Safeway) filed its Response to the Renewed Petition, asserting, among other defenses, that the Renewed Petition is time-barred and that this Court lacks jurisdiction to grant the relief requested.

¶ 3 On March 20, 2026, Safeway moved for summary judgment and filed a Brief in Support, arguing that the Renewed Petition is barred under Mont. R. Civ. P. 60(b)(1) and

(c)(1), as applied in *Heath v. Montana State Fund*¹, and under § 39-71-2905(2), MCA², and that the Court lacks jurisdiction to order the relief requested because it would require the Court to reach non-party contractual administrators of the MSA.

¶ 4 Ms. Parker filed a Response to the Motion for Summary Judgment on May 8, 2026, and Safeway filed its Reply on May 12, 2026. The Motion for Summary Judgment is fully briefed and ripe for decision.

II. STATEMENT OF UNDISPUTED FACTS

¶ 5. Safeway began employing Ms. Parker on or around February 29, 2016.

¶ 6. On or about July 19, 2016, Ms. Parker fell down stairs during a shift and injured her back.

¶ 7 Ms. Parker filed a claim in this Court for workers' compensation benefits related to her July 2016 injury.

¶ 8 Ms. Parker settled her claim by way of a Joint Petition for Approval of Settlement and Stipulation dated January 8, 2018 (Settlement). One term of the Settlement provided that, at the insurer's option, it could obtain and fund an MSA for medical benefits, either in a lump sum or by way of an annuity, and thereby close medical benefits completely, and that the insurer would submit the MSA to the Centers for Medicare and Medicaid Services (CMS) for approval.

¶ 9. This Court entered an Order and Judgment Dismissing with Prejudice on January 9, 2018, approving and adopting the Settlement as the judgment of the Court.

¶ 10. Ms. Parker was represented by counsel, Eric Rasmussen, throughout the settlement process and when the Court entered its Order and Judgment.

¶ 11. Safeway subsequently obtained an MSA and submitted it to CMS for approval. Per a CMS letter dated January 24, 2018, CMS determined that \$101,008 adequately considered Medicare's interest with respect to Medicare-covered future medical expenses, and indicated that CareGuard (Ametros Financial Corporation) would act as administrator of the MSA funds. Safeway subsequently obtained an annuity through Pacific Life to pay a total of \$101,008.

¶ 12. On February 3, 2018, Ms. Parker and her counsel signed a Terms of Structured Settlement Addendum, providing that the MSA funds would be held in a professionally administered trust and that periodic payments could not be accelerated, deferred,

¹ 2019 MTWCC 4.

² Section 39-71-2905, MCA, was renumbered § 3-9-111, MCA, effective July 1, 2025, pursuant to 2025 Mont. Laws ch. 688, § 8. This Order retains the § 39-71-2905, MCA, designation as cited by the parties and as it applied to the events at issue.

increased, or decreased by Ms. Parker, nor could she sell, mortgage, encumber, or anticipate the payments.

¶ 13. On February 20, 2018, Ms. Parker signed a Medicare Set-Aside Professional Administration Member Agreement with CareGuard, which includes an arbitration/mediation clause providing that any claim or controversy not resolved by the Parties shall first be mediated, and then resolved by binding arbitration.

¶ 14. On or about November 26, 2019, Ms. Parker attempted to withdraw all funds from the MSA. Safeway, through the MSA's administrator, refused to permit the withdrawal.

¶ 15. On February 28, 2020, Ms. Parker filed a Petition for Mediation before the Department of Labor and Industry, indicating she wished to “terminate set-aside agreement.” Mediation was held on April 16, 2020, on the issue of Ms. Parker's entitlement to terminate the MSA, and the mediator issued a decision on April 17, 2020.

¶ 16. On January 16, 2026 — approximately eight years after the Settlement and Order and Judgment, and approximately five years and nine months after the mediator's decision — Ms. Parker filed the Renewed Petition concerning the same injury, alleging that she was operating under a mistake of fact or understanding when she agreed to the MSA, and requesting that the Court declare the MSA “null and void” and order the remainder of the settlement funds released to her in one lump sum.

¶ 17. Pacific Life and CareGuard/Ametros Financial Corporation are private entities that administer the MSA funds pursuant to a written contract with Ms. Parker. Neither is, nor has ever been, a party to this action or to the 2018 settlement proceeding, and neither entity's contractual administration of the MSA was within the scope of the Court's January 9, 2018, Order and Judgment.

¶ 18. Ms. Parker did not file a properly supported statement of disputed facts in response to Safeway's Statement of Undisputed Facts. Her Combined Declaration and Response filed April 2, 2026, was rejected without prejudice on April 6, 2026, for failure to comply with this Court's Rule 24.5.329(4), which requires a party opposing summary judgment to identify, with citation to a specific pleading, affidavit, or other document, each fact believed to preclude judgment. Her subsequent Response to the Motion for Summary Judgment (filed May 8, 2026) likewise does not controvert, with citation to admissible evidence, any of the facts set forth above; rather, as discussed in Part IV below, it raises new factual assertions concerning matters outside the claim actually pled in the Renewed Petition.

III. STANDARD OF REVIEW

¶ 19. Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. ARM 24.5.329³. A party opposing summary judgment must set forth in its brief the specific issues of material fact it believes preclude judgment, with citation to a specific pleading, affidavit, or other

³ *Farmers Union Mut. Ins. Co. v. Horton*, 2003 MT 79, 315 Mont. 43, 67 P.3d 285; *Lewis v. Nine Mile Mines, Inc.*, 268 Mont. 336, 340, 886 P.2d 912, 914 (1994).

document supporting each such fact. ARM 24.5.329(4). A fact is not material simply because a party asserts it is disputed; the fact must be one that, if resolved in the non-movant's favor, would affect the outcome under the governing law.

IV. DISCUSSION

Issue 1: Is Ms. Parker's Motion Time-Barred Under Mont. R. Civ. P. Rule 60?

¶ 20. The case of *Heath v. Montana State Fund* is on point.

¶ 21. Barry Heath injured both shoulders shoveling snow at work in November 2012. His treating physician and an independent medical examiner both concluded surgery was not indicated, and on that basis Heath and Montana State Fund settled in February 2014 for \$27,500 via a Stipulation for Entry of Judgment, which the Court entered as an Order and Judgment Dismissing with Prejudice on March 10, 2014. More than four years later, in 2018, a new physician diagnosed a treatable shoulder condition. On October 30, 2018, Heath petitioned to set aside the 2014 judgment on grounds of mutual mistake of fact and to reopen his claim; State Fund moved for summary judgment on timeliness grounds.

¶ 22. The issue presented was whether the October 2018 petition to set aside the March 2014 stipulated judgment on grounds of mistake was timely under M.R.Civ.P. 60, or whether any alternative Rule 60 avenue excused the more than three-and-a-half-year delay.

¶ 23. A Stipulation for Entry of Judgment is a judgment, not a mere approved settlement; Rule 60 — not contract law — governs relief from it⁴. Under Rule 60(b)(1)/(c)(1), a motion for relief from judgment based on mistake must be brought within one year.

¶ 24. The *Heath* court held that a petition, filed more than three and a half years after the one-year Rule 60(b)(1)/(c)(1) deadline, is barred.

¶ 25. The facts here are on all fours. Ms. Parker entered a stipulation to judgment. That judgment was issued by this Court on January 9, 2018. Ms. Parker was represented by counsel. That judgment has been in effect for about 8½ years. Ms. Parker cited no authority providing for an exception under these facts.

Issue 2: Is the Petition Time-Barred Under § 39-71-2905, MCA?

¶ 26. Ms. Parker requested to withdraw MSA funds in November 2019. That request was refused, and the issue was mediated. The mediation decision was issued on April 7, 2020. Section 39-71-2905(2), MCA, requires that a petition for hearing must be filed within two years after the request is denied. This request was filed on January 16, 2026, or more than three years and nine months after the mediator's decision. Ms. Parker is time-barred.

⁴ *St. Comp. Ins. Fund v. Chapman*, 267 Mont. 484, 885 P.2d 407 (1994).

Issue 3: Does This Court Have Jurisdiction to Grant the Relief Ms. Parker Seeks?

¶ 27. Ms. Parker seeks to have this Court vacate the MSA and order the release of the MSA funds to her. This Court only has jurisdiction of disputes arising under Title 39, Chapter 71 of the Montana Code. Ms. Parker entered into a contract with the administrators of the MSA funds. This Court has no jurisdiction over a contract between Ms. Parker and third parties who were not parties to the original dispute under Title 39.

¶ 28. This Court does not have jurisdiction over these parties nor this contract. Ms. Parker's request for a court order altering that contract is denied.

Issue 4: May Ms. Parker Re-Litigate Her Injury and Medical Condition at This Time?

¶ 29. No. Ms. Parker entered into a settlement agreement and a stipulated judgment. This included dismissal with prejudice. That forever resolved all her claims, and those are now closed. None of the alleged facts regarding her medical condition, claims handling, causation relating to relationship of original injury to current medical condition, the evidence presented by Safeway and additional witness or medical evidence, are material to whether there was a mistake of fact about the MSA 8½ years ago.

V. ORDER

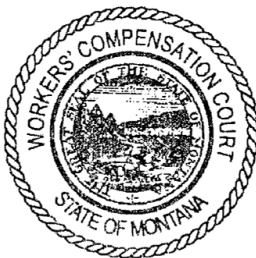
¶ 30. For the foregoing reasons, IT IS ORDERED that Respondent's Motion for Summary Judgment is **granted**.

¶ 31. IT IS FURTHER ORDERED that Ms. Parker's January 16, 2026, renewed Petition for Hearing is **dismissed with prejudice**.

¶ 32. IT IS FURTHER ORDERED that, in light of the foregoing, Ms. Parker's Objection to Overbroad Discovery Requests and Motion for Protective Order (Dkt. 19) and Respondent's Motion to Compel Discovery Responses (Dkt. 20) are **denied as moot**.

¶ 33. IT IS FURTHER ORDERED that each party shall bear its own costs and fees, absent further order of the Court.

DATED in Helena, Montana, this 21st day of September, 2026.



/s/ Lee Bruner
Judge Lee Bruner