

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

2026 MTWCC 1

WCC No. MSF-2024-0000559-SET

DEREK TROGDEN

Petitioner

vs.

MONTANA STATE FUND

Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT

Summary: The Petitioner requests a lump-sum conversion of his PTD benefits on the grounds that he needs it to afford the necessities of life, manage his debt, and deal with his wife's impending medical retirement. He also argues that a lump-sum conversion of his benefits is in his and his family's best interests. The Petitioner contends that he will use the lump sum to pay off his debt and purchase an annuity that will keep the family going into the future with monthly payments that exceed his PTD benefits. The Respondent primarily argues that the Petitioner does not have the financial need required for a lump-sum conversion because his wife is currently working, and together, they earn enough income to cover the necessities of life.

Held: The Petitioner's request for a lump-sum conversion of his PTD benefits is **denied** because the Petitioner has not demonstrated that he has the financial need required by § 39-71-741(2)(c), MCA. Specifically, the Petitioner does not have a financial need related to the necessities of life because, while his wife is still working, their incomes combine to exceed the cost of their necessary expenses. Nor does the Petitioner have a financial need that arose subsequent to his injury or because of reduced income as a result of his injury. In the context of § 39-71-741(2)(c)(ii), MCA, "financial need" does not include debt incurred for things other than the necessities of life, and, because the Petitioner's family income exceeds their necessary expenses, this Court infers that the debt taken on subsequent to the Petitioner's injury was not required to afford the necessities of life.

¶ 1 The trial in this matter was held on November 20 and 21, 2025, in Kalispell, Montana. The Petitioner Derek Trogden was present and was represented by Alex K. Evans. The Respondent Montana State Fund (State Fund) was represented by Melissa Quale. Sadie Caltrider, claims adjuster, and JoLin Poppler, claims manager, were present on behalf of State Fund.

¶ 2 Exhibits: This Court admitted Exhibits 1 through 4, 13 through 54, 56, 63 through 67, 74 through 78, 80, and 82 without objection. This Court admitted Exhibits 5 through 12 over Mr. Trogden's foundation objections. This Court admitted Exhibits 55, 57 through 62, 69, 79, and 81 over State Fund's objections. This Court did not admit Exhibits 68 and 70 through 73 as those exhibits contained settlement discussions.

¶ 3 Witnesses and Depositions: This Court admitted the depositions of Sadie Caltrider, Jacob Turley, CPA, CFP, and JoLin Poppler into evidence. Brittany Tagle, Jacob Turley, Erin Trogden, Derek Trogden, Gary Young, M.Ed., CRC, CDMS, CCM, ABVE/D, Lindsay Davis, Sadie Caltrider, and JoLin Poppler were sworn and testified at trial.

¶ 4 Issues Presented: The Pretrial Order sets forth the following issues:

¶ 5 Issue One: Is Petitioner entitled to a lump-sum payment of his PTD benefits?

¶ 6 Issue Two: Is Petitioner entitled to an increase in award for alleged unreasonable refusal pursuant to § 39-71-2907, MCA?

¶ 7 Issue Three: Is Petitioner entitled to costs and attorneys' fees pursuant to §§ 39-71-611 and/or -612, MCA?

FINDINGS OF FACT

¶ 8 This Court finds the following facts by a preponderance of the evidence.¹

¶ 9 Mr. Trogden is a 40-year-old, married father; he and his wife, Erin Trogden, have four children.

¶ 10 A.T. and Corbin Trogden live at home with their parents. A.T. is 17. A.T. has a part-time job sorting parts for job orders at a manufacturing plant after school. Corbin is 18 and recently graduated high school. He has a job buffing drill bits at the same manufacturing plant as A.T. Both boys are supervised at work by Mr. Trogden's brother.

¹ Ordinarily, the claimant bears the burden of proving by a preponderance of the evidence that he is entitled to the benefits he seeks. *Dumont v. Wickens Bros. Constr. Co.*, 183 Mont. 190, 201, 598 P.2d 1099, 1105-06 (1979) (citations omitted).

Mrs. Trogden does not believe that either child would be able to care for himself on his own.

¶ 11 The Trogdens have two other adult children, Abigayle and James, who do not live at home.

¶ 12 In October of 2020, Mr. Trogden was working as a tow-truck operator. On October 27, 2020, he suffered an injury to his right ankle and right hip while in the course and scope of his employment.

¶ 13 Mr. Trogden filed a claim, which was accepted by State Fund.

¶ 14 State Fund concedes that Mr. Trogden is permanently totally disabled. As of June 12, 2024, it is paying him \$1,385.86 in biweekly permanent total disability (PTD) benefits, which is \$692.93 per week.

¶ 15 Although A.T. and Corbin both work, neither contributes any earnings towards the family's costs.

¶ 16 Mrs. Trogden is a certified pharmacy technician, employed full-time at Safeway Pharmacy. She purchases health insurance, consisting of medical, dental, and vision, for her, A.T., and Corbin, with pre-tax deductions from her paycheck. She is required to have full-time hours to maintain the health insurance benefit.

¶ 17 Mrs. Trogden has multiple medical conditions, including Multiple Sclerosis and Ventricular Bigeminy. She testified that the bulk of her current medical problems began in September 2025 and that, since then, she has not been able to work as much and, in fact, has used up all of her paid time off. Mrs. Trogden provided three paychecks from this period, mid-September 2025, to mid-October 2025:

9/14/25-9/20/25 Net Pay: \$760.76

9/28/25-10/4/25 Net Pay: \$774.09

10/5/25-10/11/25 Net Pay: \$750.38

TOTAL Net Pay: \$2,285.23/3 = average of \$761.74 per week

¶ 18 Although she has never been given any formal work restrictions,² Mrs. Trogden's neurologist opined that: "[multiple sclerosis]" is "typically a progressive condition that can worsen unexpectedly and lead to significant disability," and, therefore, "it is far from a certainty that she will be neurologically capable of providing for her husband financially

² "I've not been told that, but that's base – that's primarily because working five hours a day isn't a substantial amount of income for me. And so like I can't – I mean, financially we can't do that." Trial Test.

for 27 years.”³ Notwithstanding, this Court cannot speculate as to what will happen in the future. At this time, Mr. and Mrs. Trogden’s incomes are aggregated.

	Weekly Income	Monthly Income
Mr. Trogden	\$692.93 x 52 = \$36,032.36/12 =	\$3,002.70
Mrs. Trogden	\$761.74 x 52 = \$39,610.48/12 =	\$3,300.87
Aggregated Income:		\$6,303.57 per month

¶ 19 Likewise, Mr. and Mrs. Trogden’s joint expenses are aggregated. These include items such as food, housing, utilities, and similar expenses commonly shared by couples. The Court finds that in this specific case, and under these specific facts, Mr. Trogden has established the following are their necessary expenses or “necessities of life”:

- food for Mr. and Mrs. Trogden, A.T., and Corbin;
- housing;
- utilities;
- health insurance for Mrs. Trogden, A.T., and Corbin;
- transportation for Mr. and Mrs. Trogden; and
- cellphone with internet for Mr. and Mrs. Trogden.⁴

¶ 20 The Court finds, based on the testimony and evidence presented, the above listed necessities of life have an associated monthly cost of the following amounts:

Necessity of Life	Associated Cost
Food:	\$1,192.70

³ Ex. 57.

⁴ This Court finds that the costs of transportation, and cellphone with internet for A.T. and Corbin, both of whom, though resident children, have jobs and earn money, and Abigayle and James, both of whom are non-resident adult children, are not necessities of life for Mr. Trogden. This Court further finds that Mr. Trogden’s watch with internet, as well as the couple’s home cable and internet, and their storage unit are not necessities of life for Mr. Trogden.

<ul style="list-style-type: none"> • Low-cost plan for a male between 19 to 50 per the USDA. • Low-cost plan for a woman in same age range. 	<ul style="list-style-type: none"> • \$310.40 x 3= 931.20 • \$261.50
Housing: <ul style="list-style-type: none"> • Rent • Renter's Insurance 	\$1,715.66 <ul style="list-style-type: none"> • \$1,700.00 • \$15.66
Utilities: <ul style="list-style-type: none"> • Electricity • Water 	\$281.55 <ul style="list-style-type: none"> • \$245.99 • \$35.56
Health Insurance: <ul style="list-style-type: none"> • Medical • Dental • Vision 	\$113.00 <ul style="list-style-type: none"> • \$84.00 • \$18.00 • \$11.00
Transportation: Car Fuel Car Insurance <ul style="list-style-type: none"> • Derek's F150 • Erin/Derek's shared Suburu Legacy 	\$530.03 \$350.00 \$180.03 <ul style="list-style-type: none"> • \$105.67 • \$74.36
Cellphone with internet: (Verizon) <ul style="list-style-type: none"> • Account-wide charges & credits • Derek • Erin 	\$308.47 <ul style="list-style-type: none"> • \$178.00 • \$87.22 • \$43.25

Aggregated Expenses for Necessities of Life:	\$4,141.41 per month
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¶ 21 Mr. and Mrs. Trogden’s current aggregated monthly income of \$6,303.57 exceeds their current aggregated monthly expenses for necessities of life of \$4,141.41 by \$2,162.16.

¶ 22 The Trogdens currently have approximately \$46,981.16 in debt. The debt breaks down as follows:

Debt	Amount ⁵
Judgments: (Discover ⁶)	\$11,134.27
Credit Cards:	\$1,607.49 ⁷
• Capital One x5412	• \$499.65 ⁸
• Capital One x5306	• \$287.86 ⁹
• Chase x5466	• \$488.24 ¹⁰
• Mercury x7547	• \$331.74 ¹¹
• Les Schwab x	• \$389.12 \$0 ¹²

⁵ In Mr. Trogden’s answers to discovery, he stated that the monthly cost of debt reduction was \$600: \$100 each toward three medical providers -- Big Sky Dental, Logan Health, and Providence; \$100 toward Abigayle’s college tuition; \$100 toward his Discover card judgment; and \$25 toward each of his credit cards – two Capital One cards, Chase, and Mercury. Although he also included \$25 toward his Les Schwab line-of-credit, Mr. Trogden later testified that he paid that balance off in full and closed the account.

⁶ This came after Mr. Trogden’s injury. Judgment has been levied actively emptying the bank accounts of Mr. Trogden, Mrs. Trogden, and A.T. because they were in Mr. Trogden’s name; and they cannot open checking or PTD benefits will be levied. There is limited documentary evidence as to what had been charged to the card before the balance became a collectible judgment. See Ex. 48.

⁷ Ex. 74 at 001-5. This Court uses these figures supplied in Discovery rather than Mr. Trogden’s estimates provided during trial.

⁸ Mr. Trogden testified that the current balance is approximately \$600.

⁹ Mr. Trogden testified that the current balance is approximately \$400.

¹⁰ Mr. Trogden testified that the current balance is approximately \$450.

¹¹ Mr. Trogden testified that the current balance is approximately \$300.

¹² Mr. Trogden testified that he has since paid off this line-of-credit and closed the account.

Medical Bills:	\$10,239.40
• Big Sky Dental - Abigayle	• \$257.40 ¹³
• Big Sky Dental - Corbin	• \$1,482.00 ¹⁴
• Logan Health	• \$5,100.00 ¹⁵
• Providence	• \$3,400.00 ¹⁶
College Tuition: (Abigayle)	\$24,000.00 ¹⁷
TOTAL:	\$46,981.16

¶ 23 The Trogdens' assets consist of several vehicles, including a 2008 Ford F150 Pickup, a 2017 Subaru Legacy, and a 2008 Honda CRV Sportwagon.

¶ 24 Mr. Trogden and his counsel met with Mr. Turley in June of 2025. The focus of the meeting was to develop a financial plan in case his PTD benefits were converted into a lump sum. They did not discuss lowering expenses or money management.

¶ 25 Mr. Turley reviewed the Trogdens' financial documents, including, among other things, their recurring monthly obligations, bank statements, credit card statements, and tax returns for the years 2023-2024. Then, he undertook a comparison between Mr. Trogden's expected income stream from his PTD benefits over 28 years, the number of years left until his retirement, taking into account an average of 3% cost-of-living increase, with the income stream he could recognize if he took a lump sum of those benefits, paid his attorney fees and debts, and used the remainder to purchase an annuity. Based on his analysis, Mr. Turley recommended that it would be in Mr. Trogden's best interest to take his benefits in a lump sum and purchase an annuity. Mr. Turley provided the terms and conditions for 8 different annuities and put in an affidavit that he recommended that Mr. Trogden purchase one of three, which he identified.

¹³ Ex. 54 at 001-1. This Court uses this figure from itemized bills rather than the figure listed in Exhibit 74 for Big Sky Dental, which is \$1,979.93.

¹⁴ Ex. 54 at 001-3. This Court uses this figure from itemized bills rather than the figure listed in Exhibit 74 for Big Sky Dental, which is \$1,979.93.

¹⁵ This Court uses this figure from Mr. Trogden's updated trial testimony rather than the figure provided in Exhibit 81, which is \$5,193.85.

¹⁶ This Court uses this figure from Mr. Trogden's updated trial testimony rather than the figure provided in Exhibit 74, which is \$1,389.94 or Exhibit 81, which is \$1,849.41.

¹⁷ This Court uses this figure from Mr. Trogden's updated trial testimony rather than the figure provided in Exhibit 55, which is \$24,700, Exhibit 74, which is \$24,700, or Exhibit 81, which is \$22,971.

¶ 26 Likewise, Mr. Trogden signed an affidavit stating that it was his intent to purchase one of the annuities provided by Mr. Turley if granted a lump-sum conversion of his PTD benefits.¹⁸

¶ 27 Mr. Trogden made multiple requests to State Fund for a lump-sum payment of his PTD benefits, providing a plethora of information documenting, among other things, the Trogdens' income, spending, taxes, assets, debts, annuity options, financial intentions, and medical conditions.

¶ 28 State Fund denied his requests.

¶ 29 As a result, on September 11, 2024, Mr. Trogden filed a Petition for Hearing in this Court to convert his biweekly benefits to a lump sum, alleging that the biweekly benefits are insufficient to meet his and his family's financial necessities and that the conversion would be in their best interests.

¶ 30 The Petition for Hearing further alleges that State Fund has unreasonably refused to grant multiple such requests for a lump-sum conversion of the benefits, entitling Mr. Trogden to an increased award of 20% of all compensation benefits awarded under § 39-71-2907, MCA.

¶ 31 The Petition for Hearing also alleges that Mr. Trogden is entitled to costs and attorneys' fees pursuant to §§ 39-71-611 and/or -612.

¶ 32 Based on all of the evidence, Mr. Trogden has not demonstrated that he has a financial need related to the necessities of life under § 39-71-741(2)(c)(i)(A), MCA, to grant his request to convert his PTD benefits to a lump sum. At present, the Trogdens' aggregated income exceeds their necessary expenses by more than \$2,000. Although they carry more than forty-five thousand dollars of debt, the monthly amount they propose spending to reduce that debt is a combined \$600, which is well within the funds that remain after they pay their necessary expenses each month.

¶ 33 Neither has Mr. Trogden demonstrated that he has a financial need that arose after the date of injury or that arose because of reduced income as a result of the injury under § 39-71-741(2)(c)(ii), MCA.

¹⁸ Mr. Trogden did not promise to use the lump sum to pay off his debts; he did later testify at trial, however, that getting a lump-sum payment would "give me an opportunity to pay off our debt and provide a suitable income down the road [via the annuity]." Trial Test.

CONCLUSIONS OF LAW

¶ 34 This case is governed by the 2019 version of the Montana Workers' Compensation Act since that was the law in effect at the time of Mr. Trogden's industrial accident.¹⁹

Issue One: Is Petitioner entitled to a lump-sum payment of his PTD benefits?

¶ 35 Biweekly payment of wage-loss benefits is the general rule; conversion of those payments into a lump sum is the exception.²⁰ The WCC has discretion to award lump-sum conversion of a claimant's bi-weekly PTD benefits.²¹ There are two tests the court applies in making conversion determinations:

[W]hen the question is whether the court *may* grant a lump-sum PTD award, the court must be satisfied that the claimant has met the statutory test, and when the question is whether the court *should* grant a lump-sum PTD award, the court must be satisfied that the award is in the claimant's best interest.²²

In short, before exercising its discretion to award a lump-sum conversion of PTD benefits, this Court "must be satisfied that both the statutory 'financial need' and the traditional 'best interest' tests have been met."²³ The claimant has the burden of proof as to both tests.²⁴

A. The Statutory "Financial Need" Test

¶ 36 The statutory "financial need" test is set forth at § 39-71-741(2)(c)(i)-(ii), MCA:

¹⁹ *Ford v. Sentry Cas. Co.*, 2012 MT 156, ¶ 32, 365 Mont. 405, 282 P.3d 687 (citation omitted); § 1-2-201, MCA.

²⁰ § 39-71-741(2)(c), MCA; *Martin v. The Hartford*, 2004 MT 57, ¶ 5, 320 Mont. 206, 86 P.3d 569; *Krause v. Sears Roebuck & Co.*, 197 Mont. 102, 106, 641 P.2d 458, 460 (1982).

²¹ *Krause*, 197 Mont. at 106, 641 P.2d at 460; see *Barnard v. Liberty Northwest Ins. Corp.*, 2008 MT 254, ¶ 23, 345 Mont. 81, 189 P.3d 1196 (2008); *Willoughby v. Arthur G. McKee & Co.*, 187 Mont. 253, 260, 609 P.2d 700, 703 (1980); *Hock v. Lienco Cedar Products*, 194 Mont. 131, 139, 634 P.2d 1174, 1178-79 (1981).

²² *Ruff v. Benefis Health System, Inc.*, 2022 MTWCC 7, ¶ 49 (applying 2017 version of the statute) (italics in original) (internal citations omitted).

²³ *Id.* (internal quotation marks added); see also *Barnard*, ¶ 22 (stating that to receive a lump sum conversion of PTD benefits, the employee must demonstrate financial need under § 39-71-741, MCA, but also that to award a lump sum, the primary factor that the court must consider is the claimant's best interest) (citations omitted).

²⁴ § 39-71-741(2)(c), MCA ("It may be given only if the worker has demonstrated financial need . . ."); *Sullivan v. Aetna Life & Cas.*, 271 Mont. 12, 15, 894 P.2d 278, 280 (1995) ("Sullivan has the burden of proving that the lump sum conversion is in her best interest.") (citation omitted); *Daniels v. Kalispell Regional Hosp.*, 230 Mont. 407, 414, 750 P.2d 455, 459 (1988) ("The claimant has the burden to prove that her business proposal has a reasonable chance of succeeding.") (citation omitted).

(2)(c) . . . The approval or award of a lump-sum permanent total disability payment in whole or in part by the department or court is the exception. It may be given only if the worker has demonstrated financial need that:

(i) relates to:

(A) the necessities of life;

(B) an accumulation of debt incurred prior to the injury; or

(C) a self-employment venture that is considered feasible under criteria set forth by the department; or

(ii) arises subsequent to the date of injury or arises because of reduced income as a result of the injury.

¶ 37 Mr. Trogden argues that he satisfies two independent statutory criteria for a lump sum. His arguments are not persuasive.

¶ 38 First, Mr. Trogden argues he has a financial need that relates to the necessities of life under § 39-71-741(2)(c)(i)(A), MCA. Mr. Trogden at once contends that:

- **there will be** a severe disparity between his PTD benefits and the family's established monthly obligations due to Mrs. Trogden's imminent medical retirement, which will leave the family with an inability to pay a portion of their bills every month; and
- **there is currently** a severe disparity between his PTD benefits and the family's established monthly obligations, which results in a monthly deficit, which forces the family to draw on unsustainable resources [i.e., credit] simply to cover basic necessities.

He also argues that:

- even when aggregated, the Trogdens' income falls significantly short of the \$90,798 annual income for a family of four required to meet the "basic necessities" of life – defined as "childcare, civic engagement, food, health care, housing, internet and mobile, transportation, and other necessities" – as published by The Living Wage Institute for Lake County, MT.

¶ 39 As to Mr. Trogden's argument about the future, this Court cannot address events, which have not yet occurred. It must make decisions based on the evidence as it is now. If Mrs. Trogden's medical retirement is "imminent," then she has not yet retired; indeed, she is still working and earning an income. Therefore, her income must be considered part of the household income as found above.

¶ 40 Mr. Trogden acknowledges that judicial precedent, including *Ruple v. Bob Peterson Logging Co.*,²⁵ and *Martin v. The Hartford*,²⁶ requires the Court to consider the needs and abilities – that is expenses and incomes – of both spouses when assessing the financial condition. But Mr. Trogden argues that the critical distinction in his case is the “certainty of future change,” i.e., “The imminent loss of Ms. Trogden’s . . . monthly income creates an immediate financial crisis related to the necessities of life.”²⁷ Nevertheless, Mr. Trogden cites no authority allowing for a departure from precedent when circumstances are expected to change. The appropriate procedure is to present new evidence when circumstances have, in fact, changed.

¶ 41 As to Mr. Trogden’s argument that there is a current monthly deficit between his income and the family’s obligations, this Court has already determined that the family’s aggregated income exceeds their necessary expenses by more than \$2,000 per month. Thus, while the Trogdens may experience a deficit each month, it is not between their income and their necessary expenses.

¶ 42 Finally, as to Mr. Trogden’s argument that the Trogdens’ aggregated income falls short of The Living Wage Institute’s study findings, where § 39-71-741(2)(c), MCA, does not incorporate that study by reference, and there is no precedent requiring the adoption of its definitions or findings, it can at most be persuasive evidence. Where there will be variation in any given family’s necessary expenses, there will also be variation in the income required to pay for those necessary expenses. Thus, here, as has long been the case, each request for a lump sum conversion “stands or falls on its own merits.”²⁸

¶ 43 Second, Mr. Trogden argues that he has a financial need that arose subsequent to the date of injury or arose because of reduced income as a result of the injury under § 39-71-741(2)(c)(ii), MCA. He contends that he:

is incurring significant necessary living expenses and has and will incur substantial debt if forced to continue living off his PTD benefits. He has a substantial amount of credit card debt that he has acquired in an attempt to support his family and make necessary purchases for food, gas, and schooling for his dependents. His credit card, which he opened as a last resort to help feed and support his family after his injury, has been charged off with a balance of over \$11,000. . . .²⁹

²⁵ 209 Mont. 276, 279, 679 P.2d 1252, 1253 (1984) (“[E]xamination of a claimant’s needs requires the lower court to consider all of the assets plus needs and abilities of *both* spouses. To permit otherwise allows for an absurd treatment of the realities of a marital or family association.”) (italics in original).

²⁶ 2004 MT 57, ¶ 7, 320 Mont. 206, 86 P.3d 569 (citing and quoting *Ruple*, 209 Mont. at 279, 679 P.2d at 1252).

²⁷ Trial Test.

²⁸ *Willoughby*, 187 Mont. at 260, 609 P.2d at 703 (citation omitted).

²⁹ Petitioner’s Proposed Findings of Fact and Conclusions of Law, Docket Item No. 58, pp. 13-14.

¶ 44 As this Court found above, Mr. Trogden is not currently living off his PTD benefits alone. Mrs. Trogden is still working and still contributing income towards the family's monthly obligations. Although the fact that judgment on the Trogdens' Discover Card balance has been levied, arguably distinguishing it from run-of-the-mill societal debt, the key factor for present purposes is that this Court found above that the Trogdens' aggregated income exceeds their necessary expenses by more than \$2,000. In the context of § 39-71-741(2)(c)(ii), MCA, "financial need" does not include post-injury debt incurred for things other than the necessities of life.³⁰ Although the Trogdens' monthly surplus is not large, it is sufficient to pay down their past debts a little at a time.

B. The Traditional Best Interest Test

¶ 45 Since this Court does not exercise its discretion to award a lump sum unless both the statutory "financial need" test and the traditional "best interest" test are met, and this Court has determined that Mr. Trogden has not met the statutory "financial need" test, this Court does not address the traditional "best interest" test.

Issue Two: Is Petitioner entitled to an increase in award for alleged unreasonable refusal pursuant to § 39-71-2907, MCA?

¶ 46 Because a penalty may be imposed " 'only upon those benefits which are due, that is owed and payable,' " and this Court has determined that no lump-sum payment is "owed and payable," Mr. Trogden is not entitled to a penalty for this action.³¹

Issue Three: Is Petitioner entitled to costs and attorneys' fees pursuant to §§ 39-71-611 and/or -612, MCA?

¶ 47 Likewise, because Mr. Trogden has not prevailed on his claim for a lump-sum conversion of his PTD benefits, he is not entitled to costs or attorney fees for this action.³²

JUDGMENT

¶ 48 Mr. Trogden is not entitled to a lump-sum conversion of his PTD benefits.

¶ 49 Mr. Trogden is not entitled to a penalty for this action.

³⁰ Compare to *Willoughby*, 187 Mont. at 261, 609 P.2d at 703-04 (affirming WCC's award of a partial lump-sum settlement to satisfy debts which had been or would be incurred for basic necessities, including shelter, water, power, medical treatment, and transportation).

³¹ See *Thompson v. Cigna*, 2000 MT 306, ¶ 24, 302 Mont. 399, 14 P.3d 1222 (quoting *Perry v. Tomahawk Transp.*, 226 Mont. 318, 322, 735 P.2d 308, 311 (1987)).

³² See *Johnson v. Gibson*, 227 Mont. 464, 468, 740 P.2d 665, 668 (1987) (affirming this Court's award of attorney fees and costs to claimant under § 39-71-612, MCA (1979), where claimant prevailed in dispute over propriety of a lump-sum advance (citations omitted)).

¶ 50 Mr. Trogden is not entitled to costs or attorney fees for this action.

¶ 51 Pursuant to ARM 24.5.348(2), this Judgment is certified as final and, for purposes of appeal, shall be considered as a notice of entry of judgment.

DATED this 6th day of March, 2026

(SEAL)

/s/ Lee Bruner
Judge Lee Bruner

c: Alex K. Evans
Melissa Quale

Submitted: December 8, 2025