

Iryna O'Connor  
 Department of Administration  
 Risk Management and Tort Defense Division  
 1625 11<sup>th</sup> Avenue - Middle Floor  
 P.O. Box 200124  
 Helena, MT 59620-0124  
 (406) 444-2421  
 iryna.oconnor@mt.gov

*Counsel for the State of Montana*

MONTANA SECOND JUDICIAL DISTRICT COURT,  
 SILVER BOW COUNTY

---

TONI L. MUZZEY,	)	
	)	Cause No. DV-47-2025-138
Plaintiff,	)	
	)	<b>PETITION FOR APPROVAL OF</b>
vs.	)	<b>SETTLEMENT IN EXCESS OF</b>
	)	<b>\$10,000.00</b>
STATE OF MONTANA, and JAYLEN	)	
SUTTON,	)	
	)	
Defendants.		

---

The State of Montana, through its Department of Administration, pursuant to Mont. Code Ann. § 2-9-303, moves the Court for an Order approving a monetary settlement exceeding \$10,000 (in the amount of \$530,000.00) in the claim of Toni L. Muzzy according to the terms of the General Release and Settlement Agreement attached to this Petition as Exhibit "A."

Dated: September 5, 2025

BY: /s/ Iryna O'Connor

Iryna O'Connor  
Counsel for the State of Montana

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

RELEASOR:	Toni Lynn Muzzey
RELEASEE(S):	The State of Montana, Montana Department of Justice, and its employees and agents, including Jaylen Andrew Sutton
DESCRIPTION OF CASUALTY:	All claims arising from and related to the April 19, 2022, motor vehicle accident.
CLAIM No.	32117
SUM OF SETTLEMENT:	\$530,000
CIVIL CAUSE:	DV-47-2025-138

### 1. **Release**

The undersigned Releasor, for and in consideration of above sum of money, the receipt and sufficiency of which is hereby acknowledged, does hereby fully and forever release and discharge Releasee(s) and their heirs, personal representatives, successors, assigns, agents, officers, employees, and attorneys from any and all actions, claims, causes of action, demands, or expenses, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the occurrence described above.

### 2. **Future Damages**

Insofar 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 occurrence 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. **Claims Handling Release**

Releasor further releases Releasee(s) from all obligations applicable to Releasor's claims and from any and all claims arising out of the investigation, handling, adjusting, defense, or settlement of the claim.

**4. 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 Releasees nor the negotiations for settlement shall be considered as an admission of liability.

**5. Waiver of Medicaid Lien**

Releasee agrees to waive its right to reimbursement for any payments made by Montana Medicaid on behalf of the Releasor for any occurrence related medical expenses incurred to date.

**6. Apportionment of Payment to Lienholders and Medicare**

This payment shall be apportioned by Releasor among doctors, hospitals, all other health care providers and services, and any other individuals, insurers, companies, agencies, workers' compensation insurers or agencies, governmental agencies, political subdivisions, or attorneys who may have valid liens or rights of subrogation or reimbursement, and Releasor agrees to indemnify Releasee(s) from and against all such claims by such parties, including payment of attorneys' fees and costs. Specifically, Releasor is responsible for reimbursement of any payments made by Medicare, or other federal or state program or private entities, and Releasor agrees to indemnify Releasee(s) from and against all such claims by such parties, including payment of attorneys' fees and costs.

In addition to the indemnification set forth in the previous paragraph, Releasor agrees to indemnify and hold harmless Releasee(s) from any future claims, whether known or unknown, that may be made by any agency, entity or person as a result of Releasor's failure to comply with any notice, reporting, conditional payment or set aside requirements. Further, Releasor agrees to be fully responsible for any and all penalties, fines or damages to any party involved in this matter that may result or be due or claimed to be due as a result of Releasor failing to comply with Medicare, or other federal or state program requirements set forth in this paragraph. The indemnification agreed to in this paragraph includes all attorneys' fees or other expenses necessarily incurred, including penalties, which may apply.

**7. 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 by Releasor which directly or indirectly results in additional liability exposure to Releasees for the losses, injuries, and damages for which this Release is given, Releasor covenants and agree to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

**8. Additional Documents**

Releasor stipulates and agrees to cooperate fully and execute any and all supplementary documents and to take all additional actions, that may be necessary or appropriate to obtain court approval of this settlement.

**9. Taxation**

Neither Releasee(s) 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(s) and Releasee(s)' attorney for any tax liability that arises thereof, including any fees and costs related to enforcement of this clause.

**10. Stipulation for Dismissal with Prejudice**

The Parties stipulate and agree that their attorneys 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.

**11. Disclaimer**

Releasor acknowledges and represents that Releasor has full legal authority to execute this Release. Releasor has carefully read the foregoing, had an opportunity to discuss its legal effect with Releasor's attorney, understands the contents thereof, and signs this Release of Releasor's own free will and accord.

**12. Public Benefits**

Neither Releasees' or Releasees' attorneys make any representations about the effect of this settlement on Releasor's eligibility for Social Security, SSI, Medicaid, Supplemental Nutritional Assistance Program (SNAP/food stamps), public housing, subsidies, or any federal, state, or local benefits.

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

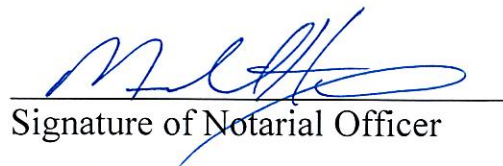
This written Release constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

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

DATED August 26, 2025.

Toni Lynn Muzzey, Releasor.

This instrument was acknowledged before on this 26<sup>th</sup> day of August, 2025, by Releasor.



APPROVED BY:



\_\_\_\_\_  
Attorney for Releasor

## **CERTIFICATE OF SERVICE**

I, Iryna O'Connor, hereby certify that I have served true and accurate copies of the foregoing Petition - Petition to the following on 09-05-2025:

Terry John MacDonald (Attorney)  
100 E. Broadway, First Floor  
Butte MT 59701  
Representing: Toni L. Muzzey  
Service Method: eService

Michael W. Haynes (Attorney)  
100 E. Broadway St. 1st Floor  
Butte MT 59701  
Representing: Toni L. Muzzey  
Service Method: eService

Electronically signed by Jennifer Berry on behalf of Iryna O'Connor  
Dated: 09-05-2025