

BOISE, IDAHO, MAY 6, 2024, AT 8:50 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

JOHN GOMEZ, an individual,)	
)	
Plaintiff-Counterdefendant-)	Docket No. 50279-2022
Appellant,)	
)	
v.)	
)	
GILBERT HURTADO, an individual; and)	
JESUS HURTADO an individual,)	
)	
)	
Defendants-Counterclaimants-)	
Respondents,)	
)	
and)	
)	
G & H DAIRY, LLC, an Idaho limited liability)	
company,)	
)	
Defendant-Counterclaimant.)	
)	

Appeal from the District Court of the Fifth Judicial District of the State of Idaho, Jerome County. Ned C. Williamson, District Judge.

Robinson & Cotten, Rupert, for Appellant.

Sawtooth Law Offices, PLLC, Boise, for Respondents.

This case concerns a dispute involving a three-member limited liability company that operated dairies. John Gomez, Gilbert Hurtado, and Jesus Hurtado have been unable to resolve their claims from operating G & H Dairy, LLC. Gomez commenced this action against the Hurtados and G & H Dairy, LLC, bringing claims for (1) breach of contract; (2) estoppel; (3) unjust enrichment; (4) breach of fiduciary duty; and (5) judicial dissolution of G & H. Gomez’s claims center on a “letter of intent” executed by Gomez and the Hurtados, which stated that certain real properties would be distributed to Gomez. The Hurtados and G & H brought various counterclaims against Gomez.

The Hurtados moved for summary judgment on Gomez’s breach of contract claim, arguing the letter of intent was not an enforceable contract. The district court granted summary judgment, concluding that the letter of intent was unenforceable because it was an agreement to agree and

lacked proper legal descriptions to convey real property. As a result, the district court dismissed Gomez's breach of contract claim. The Hurtados then moved for summary judgment on Gomez's remaining claims, which the district court denied. Following a bench trial, the district court ordered the dissolution and winding up of G & H and dismissed all of the parties' remaining claims.

On appeal, Gomez argues that the district court erred by (1) granting summary judgment on the fact that a letter of intent executed by the parties was not a valid contract because it was an agreement to agree and lacked a sufficient legal description of the property to be transferred; (2) rejecting Gomez's breach of fiduciary duty claim; (3) rejecting Gomez's estoppel claim; (4) rejecting Gomez's unjust enrichment claim; (5) finding that Gilbert Hurtado is entitled to one-third interest in G & H; (6) finding that that dissolution occurred in 2022 instead of 2013; and (7) correctly allocating the amount that Gomez was entitled to receive in the dissolution.