

FRIDAY, MAY 10, 2024, AT 11:10 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

**CARTER DENTAL, P.A., an
Idaho professional association,**)

**Plaintiff-Counterdefendant-
Respondent,**)

v.)

ELIZABETH CARTER, an individual,)

**Defendant-Counterclaimant-
Appellant.**)

Docket No.'s 50408 and 50455

ELIZABETH CARTER, an individual,)

Third-Party Plaintiff-Appellant,)

v.)

JASON CARTER, an individual,)

Third-Party Defendant-Respondent.)

Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Ada County. James Cawthon and Michael Reardon, District Judges.

Parsons Behle & Latimer, Boise, attorneys for Appellant, Elizabeth Carter.

Powers Farley, PC, Boise, attorneys for Respondent, Jason Carter.

Elam & Burke, P.A., Boise, attorneys for Respondent, Carter Dental, P.A.

This consolidated appeal concerns the enforceability of a settlement agreement and a noncompete clause. Elizabeth and Jason Carter are siblings and licensed dentists. They purchased Carter Dental in 2006 and worked together for several years. In 2020, Jason accused Elizabeth of misusing the practice funds for her own benefit. Litigation ensued, during which the parties agreed to mediation. The mediation resulted in fourteen bullet points terms, which required Elizabeth to sell her shares in the dental practice to Jason and not compete against the practice. Those fourteen

bullet points were incorporated into a formal settlement agreement. Soon after, Jason filed a motion to enforce the settlement agreement, which the district court granted. Over Elizabeth's opposition, the district court found that the settlement agreement and noncompete clause were enforceable, and that the noncompete clause limits Elizabeth from practicing dentistry within a five-mile radius of Jason's dental practice for two years. The district court entered judgment, dismissing the case with prejudice. The district court also awarded Jason and Carter Dental their costs and attorney fees. Elizabeth appeals from the district court's judgment and award of fees, arguing that the noncompete clause is unenforceable, and more broadly, that the settlement agreement is unenforceable. Elizabeth also argues the district court abused its discretion in awarding fees.