

**BOISE, TUESDAY, FEBRUARY 11, 2025, AT 10:30 A.M.**

**IN THE COURT OF APPEALS OF THE STATE OF IDAHO**

**Docket No. 51474**

**RAYMOND PERRON, dba MY** )  
**MANAGEMENT,** )  
 )  
**Plaintiff-Appellant,** )  
 )  
**v.** )  
 )  
**JUAN MARTINEZ, an individual; and** )  
**JAMES YON, and individual,** )  
 )  
**Defendants-Respondents,** )  
 )  
**and** )  
 )  
**STRONG ARM CONSTRUCTION, LLC,** )  
**an Idaho limited liability company,** )  
 )  
**Defendant.** )  
 )

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Appeal from the District Court of the Fifth Judicial District, State of Idaho, Twin Falls County. Hon. R. William Hancock, District Judge.

Johnson May; Wyatt Johnson, Boise, for appellant.

Rands Law, PLLC; Tyler Rands, Twin Falls, for respondent.

Raymond Perron, dba My Management, appeals from the district court’s order granting summary judgment in favor of Juan Martinez and James Yon and the dismissal of his claims with prejudice. Perron contracted with Martinez and Yon, owners of Strong Arm Construction, to construct a fourplex on a parcel of real property. Although the contract indicated Perron owned the property, he did not. Perron subsequently contracted with the real property owners, Hirschi Anderson, LLC, to provide construction services and manage the construction of the fourplex. Perron was not a registered contractor during any of the relevant times. Due to construction delays, Perron, Martinez, and Yon signed a contract addendum extending the deadline for completion. The addendum included a liquidated damages clause providing penalties of \$100/day for additional delays for failure to complete the project. Yon and Martinez experienced additional delays, and Perron terminated the contract. Perron hired a different contractor to complete the job. Perron sued Martinez, Yon, and Strong Arm Construction for breach of contract and sought

damages incurred as a result. Yon and Martinez filed a motion for summary judgment arguing the contract between Perron and Strong Arm Construction was void because Perron was not a licensed contractor, was not the owner of the land, and was not entitled to damages or entitled to enforce the liquidated damages clause. After the hearing on the motion, the district court granted summary judgment in favor of Yon and Martinez and dismissed Perron's claims with prejudice. Perron appeals.

On appeal, Perron argues the district court erred in granting summary judgment because a genuine issue of material fact existed precluding summary judgment. Perron argues the district court erred in finding he did not provide evidence of damages and that Perron was not the party entitled to enforce the liquidated damages clause. Perron contends he provided sufficient evidence of damages to avoid summary judgment. Yon and Martinez argue the contract was unenforceable because it was illegal as Perron was not a registered contractor as required under Idaho statute § 54-5201, *et seq.* Yon and Martinez further argue that even if the contract is legal, Perron did not show that he suffered damages nor that he was entitled to enforce the liquidated damages clause and, therefore, the district court did not err in granting summary judgment.