

BOISE, THURSDAY, APRIL 17, 2025, AT 1:30 P.M.

IN THE COURT OF APPEALS OF THE STATE OF IDAHO

Docket No. 51986

**NORTH HAVEN BUSINESS PARK,)
INC., an Idaho Corporation,)
)
Plaintiff-Appellant,)
)
v.)
)
BALANCE REGENERATIVE)
MEDICINE, PLLC, an Idaho)
professional limited liability company;)
ERICA CAMERON, an individual, and)
JENNIFER GARDNER, an individual,)
)
Defendants-Respondents.)
)**

Appeal from the District Court of the Fifth Judicial District, State of Idaho, Twin Falls County. Hon. Benjamin J. Cluff, District Judge.

Lawson Laski Clark, PLLC; Edward A. Lawson and Heather E. O’Leary, Ketchum, for appellant.

Rands Law, PLLC; Kirk A. Melton, Twin Falls, for respondents Balance Regenerative Medicine, PLLC, and Cameron.

Wright Brothers Law Office, PLLC; Brooke B. Redmond, Twin Falls, for respondent Gardner.

This case arises out of a lease agreement for office space between North Haven Business Park, Inc. and Balance Regenerative Medicine PLLC (BRM). Because BRM was required to meet certain conditions to operate as a full-service medical center, the parties agreed the tenant improvements would be constructed according to BRM’s needs. The lease agreement included a budget for all tenant improvements, with BRM agreeing to reimburse North Haven for any approved improvement costs exceeding the agreed allowance. A month later, North Haven sold the office space to Whitten Farms, LLC, and assigned the lease to Whitten Farms. Under an addendum to the sale agreement with Whitten Farms, North Haven retained responsibility for completing the tenant improvements.

Thereafter, BRM's two members, Erica Cameron and Jennifer Gardner, had a falling out. Gardner informed Whitten Farms that she intended to leave BRM but could not do so until its concerns regarding the lease were resolved. Cameron separately contacted Whitten Farms and North Haven, confirming the internal dispute while stating that she and BRM remained committed to the lease. BRM later sent North Haven a letter asserting it had not received an accounting of the completed tenant improvements or approved any overages. BRM requested supporting documentation for the tenant improvement costs and any evidence of its approval for overages. North Haven responded that the total cost for the tenant improvement overages was \$298,000 and demanded payment. When BRM did not pay, North Haven filed suit, alleging: (1) breach of the lease agreement by BRM; (2) breach of the lease guaranty by Cameron and Gardner; and (3) unjust enrichment by BRM. Both parties moved for summary judgment.

Ultimately, the district court found that North Haven lacked standing to sue BRM. Even if North Haven had standing, the district court determined that BRM did not breach the lease agreement and dismissed the unjust enrichment claim. Accordingly, the district court granted BRM's motion for summary judgment. North Haven appeals.