

**BOISE, JANUARY 11, 2024, AT 9:00 A.M.**

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

**Docket No. 50248**

**STAKER & PARSON COMPANIES, )  
INC., an Idaho corporation dba IDAHO )  
MATERIALS & CONSTRUCTION, )**

**Plaintiff-Counterdefendant- )  
Respondent, )**

**v. )**

**KEITH CLOW, an individual, )**

**Defendant-Counterclaimant- )  
Appellant. )**

---

**LOCK-N-ROLL SELF STORAGE, )  
LLC, an Idaho limited company, )**

**Third Party Plaintiff- )  
Counterdefendant-Appellant, )**

**v. )**

**STAKER & PARSON COMPANIES, )  
INC, an Idaho corporation dba IDAHO )  
MATERIALS & CONSTRUCTION, )**

**Third Party Defendant- )  
Counterclaimant-Respondent. )**

---

Appeal from the District Court of the Third Judicial District, State of Idaho, Payette County. Hon. Kiley Stuchlik, District Judge.

Johnson May; Wyatt Johnson, Boise, for appellant.

Meuleman Law Group; Joe Meuleman, Boise, for respondent.

---

Keith Clow appeals from a final judgment entered by the district court after a jury verdict finding Clow breached a contract entered into with Idaho Materials (IMC). Clow and IMC entered into an agreement for paving Clow's property for the eventual construction of a storage facility, Lock-N-Roll. Clow and IMC executed two contracts representing the two separate phases of the paving process. After IMC completed paving pursuant to the phase one contract, Clow paid the invoiced amount. Clow asserts that he explained his dissatisfaction with the work done by IMC on phase one. Clow and IMC entered into a contract for phase two and IMC completed paving pursuant to the phase two contract. IMC invoiced Clow for the phase two work but Clow refused to make payment. Clow asserted that the work by IMC for phase one and two contained defects. IMC sued for breach of contract and unjust enrichment for failure to pay the phase two invoiced amount. Clow argued that he was not a party to the contract, but rather he entered into the contracts as an agent of the storage facility, Lock-N-Roll, LLC. Lock-N-Roll entered the litigation as a third-party plaintiff and asserted a counterclaim against IMC for breach of warranty.

At trial, the jury was instructed on the voluntary payment rule. This instructed the jury that if Clow and/or Lock-N-Roll made a voluntary payment with knowledge of all facts, that payment acted as a waiver for claims against IMC. The jury found that there were contracts between Clow and IMC for both phase one and phase two and that Lock-N-Roll was not a party to either contract. The jury also found that Clow breached the phase two contract. IMC was awarded damages and attorney fees and costs. Clow appeals, arguing that the jury instruction on the voluntary payment rule was erroneous. Both parties request attorney fees on appeal.