

**BOISE, THURSDAY, AUGUST 15, 2024, AT 9:00 A.M.**

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

**Docket No. 51024**

**PERRYMAN CONSTRUCTION** )  
**MANAGEMENT, INC., an Idaho** )  
**corporation,** )  
 )  
    **Plaintiff-Counterdefendant-** )  
    **Respondent,** )  
 )  
**and** )  
 )  
 )  
**ALL PRO MECHANICAL, LLC, an** )  
**Idaho limited liability company,** )  
 )  
    **Plaintiff-Counterdefendant,** )  
 )  
**v.** )  
 )  
**DOEPPEL PREMIER PROPERTIES** )  
**IDAHO, LLC, an Idaho limited liability** )  
**company,** )  
 )  
    **Defendant-Counterclaimant-** )  
    **Appellant,** )  
 )  
**and** )  
 )  
**STEPHEN’S ELECTRIC, INC.,** )  
 )  
**Intervenor.** )  
 )

---

Appeal from the District Court of the Third Judicial District, State of Idaho, Canyon County. Hon. Brent L. Whiting, District Judge.

Borton-Lakey Law & Policy; Victor Villegas, Meridian, for appellant.

Smith + Malek, PLLC; Kirk Houston, Boise, for respondent.

---

Doepfel Premier Properties Idaho, LLC (Doepfel) hired Perryman Construction Management, Inc. (Perryman) to work as the general contractor on a commercial project. All Pro Mechanical, LLC (All Pro) was hired as a subcontractor by Perryman to perform services on the project site. Doepfel and Perryman entered into a construction contract. The contract included a provision detailing the manner in which the parties may terminate or amend the contract. This provision required modification of the contract's terms to be in the form of a signed writing. During construction, Doepfel became dissatisfied with Perryman's work and sent notices to Perryman demanding it cure the defects. During the curing period, John Doepfel made an oral demand to Kelly Perryman to vacate the property. Kelly Perryman had the City of Caldwell remove Perryman as the general contractor on the project based on the oral demand.

In district court, All Pro and Perryman asserted claims against Doepfel including foreclosure of a mechanic's lien, breach of contract, quantum meruit, and unjust enrichment. Doepfel asserted counterclaims against both All Pro and Perryman for breach of contract, breach of warranties, unjust enrichment, and a breach of fiduciary duties. The parties stipulated to submit the case to arbitration. The arbitrator entered a decision in favor of All Pro and Perryman, ultimately deciding that John Doepfel's statement and Perryman removing itself from the project constituted a mutual termination of the contract. The district court confirmed the arbitration award over Doepfel's motion to vacate the award and awarded attorney fees in two separate judgments. Both All Pro and intervenor, Stephen's Electric, have been dismissed and are not parties to this appeal.

Doepfel appeals from the judgments of the district court arguing that the district court erred in confirming the award because the arbitrator exceeded his powers by failing to keep within the bounds of the contract by allowing oral termination of the contract, excusing Perryman from liability and performance, and awarding damages to non-party subcontractors. Doepfel also argues that the arbitrator exceeded his powers by considering issues not submitted to him, and that the arbitration award can be modified.