

## SUMMARY STATEMENT

*Kunz v. Nield, Inc.*, Docket No. 43724

In an appeal arising out of Bear Lake County, the Idaho Supreme Court affirmed the judgment of the district court. On appeal, Bret and Marti Kunz (collectively, the “Kunzes”) argued, *inter alia*, as follows: (1) the district court erred in interpreting the contract; (2) the district court erred in concluding that the percentage split for the side agreement was 50/50; (3) the district court’s judgment was erroneous because it failed to consider that they prevailed in part; and (4) they are entitled to costs and attorney’s fees.

The Idaho Supreme Court held on appeal as follows: (1) the district court’s interpretation of the contract is supported by substantial and competent evidence; (2) the district court did not err in concluding that the percentage split for the side agreement was 50/50; (3) the district court did not err by failing to note in its judgment that the Kunzes prevailed in part; and (4) neither party is entitled to attorney fees or costs at this time.