

## SUMMARY STATEMENT

*Lincoln Land v. LP Broadband*, Docket No. 44612

In a case out of Bonneville County, a dispute arose over LP Broadband's placement and use of antenna equipment on the rooftop of a property currently owned by Lincoln Land Company, LLC, ("Lincoln Land") and leased to General Mills. The lease agreement between Lincoln Land and General Mills specifically prohibited General Mills from subleasing the property without prior written consent from Lincoln Land. Notwithstanding the lease provision, General Mills permitted LP Broadband to use the rooftop in exchange for \$50 per month. Lincoln Land became aware that LP Broadband was leasing the rooftop space and filed a complaint against LP Broadband for unjust enrichment. The district court held that Lincoln Land failed to establish that it, and not General Mills, actually conferred a benefit to LP Broadband and dismissed Lincoln Land's complaint. Lincoln Land appealed the district court's judgment. LP Broadband cross-appealed the district court's denial of LP Broadband's motion for attorney fees.

In a unanimous decision, the Idaho Supreme Court affirmed the district court's judgment dismissing Lincoln Land's complaint, holding that Lincoln Land did not have the ability to confer an interest in the property at the time LP Broadband received a benefit. The Court determined that the benefit conferred upon LP Broadband was access to a rooftop space, and because General Mills provided such access, Lincoln Land was not entitled to compensation under its claim for unjust enrichment. The Court also affirmed the district court's denial of attorney fees. The Court declined to award attorney fees on appeal, but awarded costs on appeal to LP Broadband.