

## **SUMMARY STATEMENT**

*Primera Beef, LLC v. Ward*

No. 46595

The Supreme Court affirmed the Cassia County district court's grant of summary judgment in favor of Allan Ward. In the proceedings below, Primera Beef, LLC alleged that Ward breached the confidentiality provision of a settlement agreement entered into between himself and Primera Beef, LLC when Ward's attorney disclosed the terms of the agreement to the prosecuting attorney in a related criminal action. Ward moved for summary judgment, arguing that he was not liable for his attorney's actions because his attorney was not acting within the scope of his authority when he disclosed the terms. The district court agreed. In affirming the district court's decision, the Supreme Court held that Ward neither expressly authorized his attorney to reveal the terms of the settlement agreement nor was it impliedly necessary for his attorney to do so in order to carry out his duties as Ward's criminal defense attorney. Accordingly, the Supreme Court held that there is no genuine issue of material fact that Ward's attorney was not acting within the scope of his authority when he disclosed the confidential terms of the settlement agreement to the prosecuting attorney.