

SUMMARY STATEMENT

McCarthy v. Stark

Docket No. 47749

Craig Stark entered into a contract with McCarthy Corporation to construct a recreational vehicle and boat storage facility. The relationship turned sour after McCarthy sent Stark an invoice for work Stark believed he had already paid for in full. After the parties were unable to resolve their dispute, Stark terminated McCarthy and McCarthy filed a lien against Stark's property. McCarthy then brought suit for breach of contract and to foreclose its lien. Stark, Stark Investment Group, and U.S. Bank, Stark's construction lender on the project, counterclaimed for breach of contract, breach of the implied covenant of good faith and fair dealing, fraudulent misrepresentation, slander of title by the recording of an unjust lien claim, and breach of the Idaho Consumer Protection Act (ICPA). After a bench trial, the district court agreed with Stark's counterclaims and dismissed McCarthy's complaint. On the counterclaims, the district court found: (1) McCarthy breached the contract; (2) McCarthy breached the implied covenant of good faith and fair dealing; and, (3) McCarthy violated the ICPA by engaging in misleading, false, or deceptive practices. The district court awarded damages to Stark under the breach of contract counterclaim and the ICPA violation. It also awarded Stark his reasonable attorney fees. McCarthy appealed the district court's findings, damages award, and attorney fees award.

On appeal to the Idaho Supreme Court, the Court affirmed the district court's holdings that McCarthy breached the contract and violated the ICPA. The Court further affirmed the district court's award of damages and attorney fees.

This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.