

SUMMARY STATEMENT

Allen v. Campbell, Docket No. 48075

This is an appeal over a district court's award of attorney fees. Appellants Michael Allen, Camp Bench Holdings, LLC, Camp River Holding, LLC, and Campbell Farms, Inc., (collectively, "Allen") sought a declaration that they had reached a settlement agreement with Respondent Neil Campbell and Respondent Campbell Contracting. The district court concluded that Allen entered into a contract with Neil Campbell to purchase his interest in Camp Bench Holdings, LLC, Camp River Holding, LLC, and Campbell Farms, Inc., but that agreement did not include Campbell Contracting. Thereafter both parties filed requests for attorney fees. The district court declined to award Allen attorney fees against Neil Campbell after determining there was no prevailing party. However, the district court awarded Campbell Contracting attorney fees as the prevailing party because all the claims against it had been dismissed. Allen appealed.

The Idaho Supreme Court reversed the district court's determination that there was no prevailing party between Allen and Neil Campbell. Although the district court dismissed the claim against Campbell Contracting, Allen prevailed on the material terms of the agreement against Neil Campbell. The Court remanded the case and instructed the district court to award reasonable attorney fees to Allen based on the materials the parties previously filed. The Court affirmed the district court's determination that Campbell Contracting was the prevailing party, but vacated the amount of the attorney fee and cost award so that the district court could respond to Allen's objections. The Court awarded Allen attorney fees and costs associated with his appeal against Neil Campbell.

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