

SUMMARY STATEMENT

Smith v. Kount
Docket No. 48228

Nathan Smith filed a claim against his former employer, Kount, Inc. (“Kount”), pursuant to the Idaho Wage Claim Act, seeking to recover variable compensation that Kount failed to pay Smith after his separation from employment. The district court granted summary judgment in favor of Kount, and denied Smith’s cross motion for summary judgment, because the compensation agreement between Smith and Kount unambiguously required Smith to remain employed by Kount until a specified date to receive the variable compensation, and Smith resigned in advance of that date. On appeal, Smith argued the district court erred because the compensation agreement was unambiguous and did not require his continued employment to receive payment of the variable compensation. Kount argued that the district court did not err because the compensation agreement unambiguously required Smith to remain employed through a specific date to receive any variable compensation.

On appeal to the Idaho Supreme Court, the Court affirmed the district court’s decision granting summary judgment in favor of Kount and denying Smith’s cross motion for summary judgment.

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