

SUMMARY STATEMENT

Burns Concrete, Inc. v. Teton County

Docket No. 49463-2022

The Idaho Supreme Court affirmed the district court's award of attorney fees to Burns Concrete, Inc., and Burns Holdings, LLC (collectively "Burns"). After extensive litigation, Burns prevailed on the merits of its claims against Teton County for breaching the terms of a development agreement. The development agreement contains an attorney fee provision that allows the prevailing party to recover its reasonable attorney fees incurred in a lawsuit brought to enforce the agreement.

For much of the litigation, Burns maintained a traditional, hourly-based attorney fee agreement with its law firm, Parsons Behle & Latimer. By the time of trial, Burns and Parsons entered into a new attorney fee agreement. The new fee agreement required Burns to pay enhanced attorney fees in the amount of triple the hourly rate if fees were not paid within 120 days of their invoice date. However, Burns was only required to pay this increased rate out of money collected from Teton County.

The district court issued several orders awarding Burns attorney fees incurred at different points in the litigation. In one fee order, the district court awarded Burns some of its requested enhanced fees. Teton County did not appeal this decision. In two subsequent fee orders, the district court denied Burns' request for enhanced fees. The district court found that the enhanced fees were no longer reasonable. The district court also denied Burns' request for attorney fees incurred during a prior appeal to the Court. Burns appealed the two fee orders, and Teton County cross-appealed the same.

On appeal, the Supreme Court affirmed the district court's award of attorney fees. The district court properly interpreted the attorney fee provision in the parties' development agreement, which permitted an award of post-judgment fees. The district court also did not err in the amount of fees awarded. The district court was within its discretion to deny Burns' request for enhanced fees and for fees incurred in a prior appeal in the lawsuit. Similarly, the district court acted within its discretion when it awarded fees incurred on motions that were unsuccessful or only partially successful. Accordingly, the Court affirmed the district court's award of 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.