

## SUMMARY STATEMENT

*Gomez v. Hurtado*

Docket No. 50279-2022

The Idaho Supreme Court affirmed the district court's order dismissing John Gomez's claims and dissolving and winding up G & H Dairy, LLC. John Gomez, Gilbert Hurtado, and Jesus Hurtado were the members of G & H Dairy, LLC ("G&H"). In 2013, G&H defaulted on a loan by Wells Fargo Bank, which resulted in a series of negotiations between the members of G&H and Wells Fargo. One communication in this series of negotiations was a "Letter of Intent" ("LOI") that indicated G&H would distribute the real and personal property of G&H to Gomez and Jesus Hurtado and requested that Wells Fargo agree to certain terms. Wells Fargo did not respond to the LOI but did send term sheets to Gomez and Jesus for the restructuring of G&H's debt. Gomez and Jesus later closed on deals restructuring G&H's debt with Wells Fargo, which involved them separately purchasing personal property business assets of the dairies and assuming portions of G&H's debt. While Gomez and the Hurtado brothers agreed that the real property associated with the dairies needed to be sold, they could not agree on the material terms for the sales.

Gomez filed suit against the Hurtado brothers and G&H asserting claims for (1) judicial dissolution of G&H; (2) breach of contract; (3) quasi-estoppel; (4) unjust enrichment; and (5) breach of fiduciary duty. Gomez alleged that the LOI was an enforceable contract and that the Hurtados breached the contract when they refused to convey the real property to him, as contemplated by the terms of the LOI. The Hurtados filed counterclaims against Gomez seeking damages under several equitable theories and also seeking dissolution and winding up of G&H. After years of litigation, the district court granted summary judgment in favor of the Hurtados on Gomez's breach of contract claim after concluding that the LOI was unenforceable but denied summary judgment on the remaining claims. Following a bench trial, the district court dismissed the parties' remaining claims and ordered the dissolution and winding up of G&H.

Gomez timely appealed the district court's decision, arguing that the district court erred (1) by dismissing Gomez's breach of contract claim because the LOI was unenforceable; (2) by dismissing Gomez's breach of fiduciary duty claim; (3) by dismissing Gomez's quasi-estoppel claim; (4) by dismissing Gomez's unjust enrichment claim; and (5) in its accounting and winding up of G&H.

The Idaho Supreme Court affirmed the district court's decision. The Court held that the district court did not err in granting summary judgment on Gomez's claims for breach of contract, breach of fiduciary duty and quasi-estoppel because the LOI was an unenforceable offer that was lacking material terms and was never accepted by Wells Fargo. The Court also affirmed the district court's final accounting and winding up of G&H because Gomez essentially asked the Court to second-guess the district court's well-reasoned findings without specifying how the district court erred. The Court did not consider Gomez's argument concerning his unjust enrichment claim because he failed to support his argument with citations to legal authority. Lastly, the Court awarded the Hurtados their attorney fees and costs on appeal pursuant to Idaho Code section 12-121 because Gomez's appeal was unreasonable and lacked support in the law.

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