

BOISE, THURSDAY, APRIL 18, 2024, AT 1:30 P.M.

IN THE COURT OF APPEALS OF THE STATE OF IDAHO

Docket No. 50997

JOE ROWETT, an individual,)
)
 Plaintiff-Respondent,)
)
 v.)
)
 INFINITY POOLS, LLC, an Idaho)
 limited liability company,)
)
 Defendant-Appellant.)
)

Appeal from the District Court of the Fourth Judicial District, State of Idaho, Ada County. Hon. Jason D. Scott, District Judge.

Points Law, PLLLC; Michelle R. Points, Boise, for appellant.

Givens Pursely LLP; Bradley J. Dixon, Boise, for respondent.

Infinity Pools, LLC, appeals from the district court order awarding \$50,512.50 in damages to Joe Rowett. The district court found Infinity breached express and implied warranties due to defects in the installation of a pool for Rowett. Specifically, the district court found that: (1) the PebbleTec finish was improperly installed by Infinity; (2) Infinity constructed a pool whose main drains leaked; and (3) the efflorescence on the stucco walls of the catch trough and spa tiles was caused by defective installation.

On appeal, Infinity contends the alleged defects are not founded on substantial and competent evidence. Further, Infinity argues that the district court abused its discretion in holding that Rowett’s express warranty claim was not barred by the limitations clause contained in the contract. Lastly, Rowett and Infinity request attorney fees on appeal.