

## SUMMARY STATEMENT

*Perryman Construction Management, Inc. and All Pro Mechanical, LLC. v. Doeppel Premier Properties Idaho, LLC. and Stephen's Electric, Inc.*

Docket No. 51024

In this case arising out of Canyon County, the Idaho Court of Appeals affirmed the district court's judgment affirming the arbitration award and granting attorney fees and costs in favor of Perryman Construction Management, Inc. Doeppel Premier Properties Idaho, LLC (Doeppel) argued that the arbitrator exceeded his powers by going beyond the bounds of the contract and considered issues not submitted to him--specifically, the issues of contract modification and breach of contract. Doeppel also argued that the arbitration award improperly awarded damages based on unanticipated third-party subcontractors. Perryman argued for attorney fees on appeal. Doeppel argued the plain language of the contract does not permit attorney fees on appeal.

The Idaho Court of Appeals concluded that Doeppel's challenges to the arbitration award were attacks to the factual and legal conclusions disguised as a challenge to the arbitrator's power and authority. Additionally, the Court held that the issues of contract modification and waiver were submitted to the arbitrator by the parties. The Court also held that the contract provision requiring arbitration for "[a]ny claim, dispute or other matter arising" out of the contract included claims by third-party subcontractors. Finally, the Court held that the contractual provision permitting attorney fees and costs "incurred in the arbitration and . . . enforcing the arbitration award in court" included those attorney fees and costs incurred on appeal. The Court concluded that, even without that contractual provision, Perryman was still entitled to attorney fees on appeal pursuant to Idaho Code § 12-121 for defending a frivolous appeal.

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