

BOISE, THURSDAY, JUNE 18, 2020, AT 10:30 A.M.

IN THE COURT OF APPEALS OF THE STATE OF IDAHO

Docket No. 47303

BLASER, OLESON & LLOYD, CHTD.,

Plaintiff-Respondent,

v.

CHRISTINA CUTLER,

Defendant-Appellant.

Appeal from the District Court of the Sixth Judicial District, State of Idaho, Bannock County. Hon. Javier Gabiola, District Judge.

Idaho Legal Aid; Karl H Lewies, Pocatello, for appellant.

Blaser, Oleson & Lloyd, Chtd.; Jeromy W. Pharis, Blackfoot, for respondent.

This appeal is the result of a collection action brought on behalf of a law office against a former client for an unpaid bill. Christina Cutler retained Blaser, Oleson & Lloyd, Chartered (“BOL”) for legal services in 2012. In 2013, BOL sent Cutler a final billing statement. Cutler had questions about the bill and claims that her attempts to contact the law office went unanswered. Three years later, and following a demand letter, BOL filed a complaint against Cutler alleging account stated.

Cutler argued in her trial briefing that BOL had limited what may be tried in its complaint, which only alleged account stated and not breach of contract. BOL subsequently moved to amend its complaint to add new causes of action which included breach of contract. Cutler objected, claiming the amendment would cause undue delay and prejudice. A bench trial was held, and, thereafter, the trial court granted BOL's motion to amend its complaint, allowing it to add four new causes of action to conform to proof at trial, subject to post-trial briefing. After post-trial briefs were filed the trial court determined BOL was the prevailing party. As the prevailing party, BOL was awarded attorney's fees. Cutler appealed and the district court affirmed. Cutler timely appeals, arguing the district court erred in affirming the following decisions of the trial court: that BOL's complaint provided notice of breach of contract; granting BOL's motion to amend its complaint; and determining BOL was the prevailing party. BOL counters that because its complaint gave Cutler notice of the additional claims, specifically

breach of contract, the trial court did not abuse its discretion by allowing the amendment or finding BOL was the prevailing party.